



Rizzetta & Company



**Palma Sola Trace
Community Development District
Board of Supervisors' Regular Meeting
October 27, 2022**

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	Peter Gelman Eva Walker Dan Crumpler Mike Coury William Diamond	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jerry Whited	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.

October 19, 2022

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District will be held on **Thursday, October 27, 2022, 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 Aquatic Services Agreement with Admiral Environmental, LLC Tab 1
 - B. Consideration of Landscape Services Agreement with Brightview Landscape Tab 2
 - C. Consideration of Tree Trimming Agreement with Brightview Landscape USC
 - D. Ratification of EGIS Insurance Proposal..... Tab 3
 - E. Consideration of Resolution 2023-01, Amending the Fiscal Year 2021-2022 Budget..... Tab 4
 - F. Discussion of Hurricane Ian
 - G. Discussion about Emergency Gates Beta Testing Initiative
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on August 25, 2022Tab 5
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Consideration of Bridge Renovation Proposals... Tab 6
 2. Presentation of Perimeter Wall Bid Tabulation Form..... Tab 7
 - C. District Manager
 1. Review of Action Items List
- 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,
Jerry Whited
Jerry Whited
District Manager

Tab 1

**AQUATIC MANAGEMENT AGREEMENT BETWEEN
PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
AND ADMIRAL ENVIRONMENTAL LLC**

This Agreement is by and between:

Palma Sola Trace Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Bradenton, Florida, whose address is 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625 (“**District**”); and

Admiral Environmental LLC, a Florida limited liability company, whose mailing address is P.O. Box 5546 Sarasota, FL 34277 (“**Contractor**”).

RECITALS

WHEREAS, the District is a community development district established to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District has a need to retain an independent contractor to provide professional aquatic management services; and

WHEREAS, the Contractor is qualified to provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. 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.

2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide management services at the drainage creek located within the District’s boundaries and more specifically described at **Exhibit A** attached hereto (“**Drainage Creek**”) and aquatic management services for the (10) stormwater ponds located within the community, as more specifically described at **Exhibit B** attached hereto (“**Ponds**” and the services performed for the Drainage Creek and the Ponds, the “**Services**”).

B. The Services for the Drainage Creek shall be performed five (5) times per year in January, April, June, August, and October, and shall include the following:

- a. Aquatics Consulting
- b. Post Treatment Reporting
- c. Algae Control
- d. Floating Vegetation Control

- e. Littoral shelf maintenance
- f. Bacteria Treatments to improve water quality
- g. Perimeter Grass & Weed Control
- h. Submersed Vegetation Control
- i. Fountain maintenance and cleaning.

C. The Services for the Ponds shall be performed once per month and shall include the following:

- a. Aquatics Consulting
- b. Post Treatment Reporting
- c. Algae Control
- d. Floating Vegetation Control
- e. Littoral shelf maintenance
- f. Bacteria Treatments to improve water quality
- g. Perimeter Grass & Weed Control
- h. Submersed Vegetation Control

D. The Services for the Ponds shall also include fountain maintenance and cleaning performed twice per year. Fountain repair is not included in this Agreement, but may be performed upon request if agreed to in writing by the parties.

E. The District's property includes a Southwest Florida Water Management District ("SWFWMD") buffer area, as well as a City of Bradenton buffer area. The SWFWMD buffer is regulated by the SWFWMD and subject to the permit included as **Exhibit C**, as may be amended or updated from time to time ("**Permit**"). Any work within this buffer area shall be consistent with all applicable law, including the Permit. While not subject to the Permit, the City of Bradenton buffer area is still a conservation area, and all work must be done consistent with applicable law, including any restrictions imposed by the City and/or County.

F. The Contractor shall:

- a. Be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District;
- b. Use specialized equipment and products which will provide safe and effective results for the Drainage Creek and Ponds;
- c. Report directly to the District Manager or his designee;
- d. Use all due care to protect the property of the District, its residents, and landowners from damage;
- e. Promptly repair any damage or harm resulting from the Contractor's activities and work; and
- f. Promptly provide a full written report as to all accidents or claims for damage occurring on property within the District, including any damage

or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

G. Contractor will accept service direction from authorized personnel only – namely, Jerry Whited, the District’s Manager, or Rick Schappacher, the District’s Engineer, or their successors or designees. Should service direction or requests be given to the Contractor from non-authorized personnel, Contractor is to gain approval from the authorized designated individuals prior to performing such requested or directed service/work. Any service or work performed by the Contractor prior to approval by such authorized individuals is performed at the Contractor’s own risk. Should work be performed that is not authorized, Contractor will restore such affected area(s) to the original condition at the direction of authorized personnel.

H. Should the District desire that the Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by the Contractor after prior written approval of a work authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. COMPENSATION. As compensation for Services related to the Drainage Creek as described in **Exhibit A**, District shall pay Contractor Two Thousand, Six Hundred Dollars (\$2,600) per service event, for an annual total of Thirteen Thousand Dollars (\$13,000), with the first service payment due upon execution of this Agreement. As compensation for the Services related to the Ponds as described in **Exhibit B**, District shall pay Contractor Eight Hundred Fifty Dollars (\$850) per month, for an annual total of Ten Thousand, Two Hundred Dollars (\$10,200). Payment shall be subject to Florida’s Prompt Payment Act, Sections Section 218.70 et seq. of the Florida Statutes.

4. TERM, RENEWAL, AND TERMINATION.

A. The initial term of this Agreement shall start **November 1, 2022**, and end October 31, 2023.

B. Unless one party provides a notice of termination pursuant this Agreement, this Agreement shall automatically renew for one-year periods on each November 1 thereafter unless terminated earlier pursuant to the terms of this Agreement.

C. Either party may terminate this Agreement without cause by providing thirty (30) days’ written notice of termination to the other party. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have

against the Contractor, if any.

5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (1)** Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5)** Professional Liability Insurance with limits of at least \$1,000,000 (one million dollars)
- (6)** Umbrella Liability with limits of at least \$1,000,000 (one million dollars) per occurrence and project specific aggregate

B. Except for the Worker's Compensation Insurance, the District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. 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.

6. INDEMNIFICATION.

A. The Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of Services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen'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 Agreement, 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 Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

9. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

11. SUCCESSORS; ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

13. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

15. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Should a lawsuit be necessary to enforce any of the provisions of this Agreement, the parties hereto agree that such action shall be brought in Manatee County, Florida.

16. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of

this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

17. AUTHORIZATION. The execution of this Agreement 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.

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

A. If to the District: Palma Sola Trace
Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to the Contractor: Admiral Environmental LLC
P.O. Box 5546
Sarasota, FL 34277
Attn: _____

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

19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations,

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

20. PUBLIC RECORDS. 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, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. The Contractor further understands that Florida law requires surveillance recordings to be retained for a minimum of 30 days and the Equipment provided to the District shall be capable of complying with Florida's record retention requirements. The Contractor acknowledges that the designated public records custodian for the District is Jerry Whited ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT MANAGER, PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT, C/O RIZZETTA & COMPANY, INC., 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FL 33625, JWHITED@RIZZETTA.COM, (813)933-5571.

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

22. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor

shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

23. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first written above.

Attest:

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Date

ADMIRAL ENVIRONMENTAL LLC

(Signature of Witness)

Print Name:

Its:

(Print Name of Witness)

Date:

- Exhibit A: Drainage Creek Services
- Exhibit B: Pond Services
- Exhibit C: Permit

EXHIBIT A

Drainage Creek



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

NATURAL AREAS MANAGEMENT AGREEMENT

This agreement, dated 09/09/22, is made between ADMIRAL ENVIRONMENTAL LLC and CUSTOMER:

CUSTOMER: Palma Sola Trace CDD
c/o Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL 33578

Both CUSTOMER and ADMIRAL ENVIRONMENTAL LLC agree to the following terms and conditions:

1. **General Conditions:**
ADMIRAL ENVIRONMENTAL LLC will provide aquatic management/environmental services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following site(s):
1 Natural area (Creek/Berm) located at Palma Sola Trace in Bradenton, Florida. See attached sitemap.
2. **Contract Term:**
The term of this Agreement shall be 1 Year.
3. **Contract Services:**
CUSTOMER agrees pay Admiral Environmental LLC the following amounts during the term of this Agreement for these specific aquatic management/environmental services.
 - Consulting
 - Post Treatment Reporting (summarizing last service event performed).
 - Inspections, during scheduled service events, documenting any deficiencies or compliance issues.
 - Cutting and herbicide applications targeting all FLEPPC category 1 and 2 undesirable vegetation.
 - Vines (native and non-native) will be cut at base of trees and treated with an approved herbicide for wetland use,
 - Clearing and treatment of all vegetation within 5-10 feet of control structures.
 - Trash and debris removal

5 service events per Year with treatment as necessary

Frequency of Service:

Service events performed in the months of: **January, April, June, August, October**

Total Program Investment: Per Service event: \$2,600.00 Annual: \$13,000.00

- 4. Starting Date:**
The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.
- 5. Schedule of Payment:**
\$2,600.00 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Admiral Environmental LLC by the first (1st) of the month and payment will be considered late after the fifteenth (15th) of the month. A late fee may be assessed after the 15th of the month. Additional finance charges will be applied to any balance after 30 days. A \$40 bank return fee is assessed for any payment that cannot be processed. Failure to pay any amount when due shall constitute a default under this Agreement.
- 6. Limited Offer:**
The offer contained in this Agreement is valid for thirty (30) days only and must be returned to Admiral Environmental LLC for acceptance within that period. If not accepted within that time, the offer shall be void.
- 7. Safety:**
Admiral Environmental LLC agrees to use specialized equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s).
- 8. Change of Address/Contact Information:**
In the event that ADMIRAL ENVIRONMENTAL LLC or CUSTOMER undergoes a change in address or contact information, notification to the other party shall be made. Written instructions including the new address and contact information will be enclosed in the notification.
- 9. Termination Procedure:**
This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by mail, return receipt requested, to Admiral Environmental LLC.
- a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by Admiral Environmental LLC in accordance with Paragraphs 9b and 9c.
 - b. In the event that Customer account is not settled in full at the same time that the cancellation letter is received, Admiral Environmental LLC will continue to bill Customer until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by Admiral Environmental LLC.
 - c. Payment in full shall be defined as payment to Admiral Environmental LLC through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 9a and 9b.
- 10. Insurance:**
Admiral Environmental LLC agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, Commercial General Liability, and Automobile Liability. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.
- 11. Automatic Renewal:**

Unless otherwise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 3% increase per year on the anniversary date of this Agreement. Admiral Environmental LLC reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. Unless otherwise agreed to in writing, by both parties, service shall be continuous without interruption.

12. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Admiral Environmental LLC may at its sole discretion seek any or all the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Imposition of "Collections Charge" for monies due. If this action is deemed necessary, in the sole judgement of Admiral Environmental LLC, CUSTOMER agrees to pay Admiral Environmental LLC's reasonable attorney fees (including those on appeal), court costs, collection costs and all other expenses incurred by Admiral Environmental LLC resulting from this collection activity.
- c. Filing of a mechanics lien on property for all monies due plus interest, costs, and attorney's fees.

13. Addenda:

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of Admiral Environmental LLC for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Additional work or services as requested by CUSTOMER such as physical cutting, plant removal, trash clean-up, and other manual maintenance may be performed by our staff. Additional work or services will be invoiced separately at our current hourly equipment and labor rates.

14. Contract Documents:

This Agreement constitutes the entire Agreement of Admiral Environmental LLC and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Admiral Environmental LLC and CUSTOMER.

	CUSTOMER
ADMIRAL ENVIRONMENTAL LLC	Customer: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

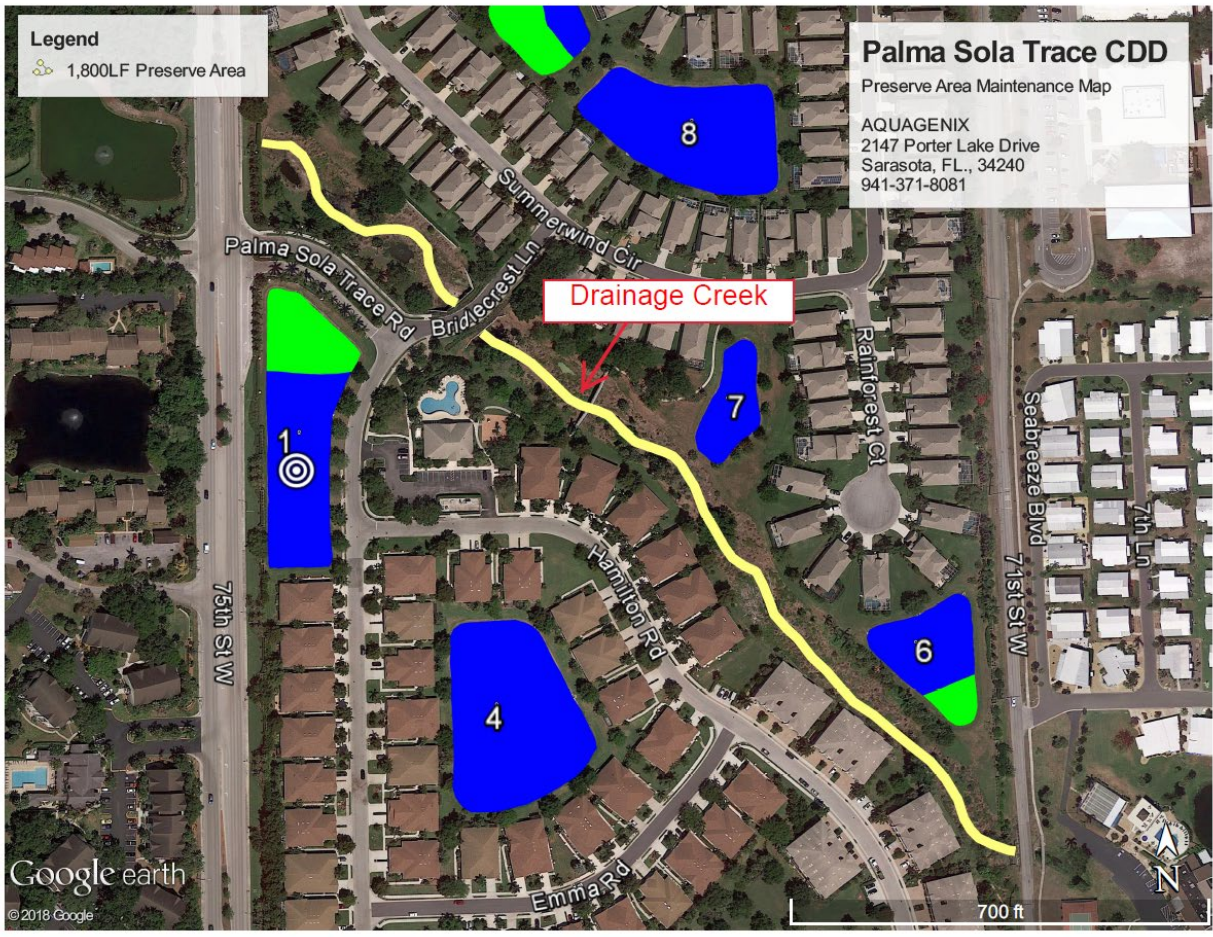


EXHIBIT B Stormwater Ponds



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

AQUATIC MANAGEMENT AGREEMENT

This agreement, dated 07/27/2022, is made between ADMIRAL ENVIRONMENTAL LLC and CUSTOMER:

CUSTOMER: Palma Sola Trace CDD
c/o Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL. 33578

Both CUSTOMER and ADMIRAL ENVIRONMENTAL LLC agree to the following terms and conditions:

1. **General Conditions:**
ADMIRAL ENVIRONMENTAL LLC will provide aquatic management/environmental services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following site(s):

10 Pond located at Palma Sola Trace in Bradenton, Florida.
2. **Contract Term:**
The term of this Agreement shall be 1 Year(s) or as otherwise provided by Contract Addendum. This Agreement shall automatically renew for a term equal to its original term as outlined in Paragraph 11, unless otherwise agreed to by both parties.
3. **Contract Services:**
CUSTOMER agrees to pay Admiral Environmental LLC the following amounts during the term of this Agreement for these specific aquatic management/environmental services.
 - Aquatics Consulting
 - Post Treatment Reporting
 - Algae Control
 - Floating Vegetation Control
 - Littoral shelf maintenance
 - Bacteria Treatments to improve water quality
 - Perimeter Grass & Weed Control
 - Submersed Vegetation Control
 - Fountain maintenance and cleaning.
 - Fountain repair is not included in this agreement
 - Fountain repair can be performed upon request and will be invoiced separately and in addition to this agreement

Frequency of Service:
Pond Management 1 service event per Month
Fountain Service 2 service events per Year

Total Program Investment: Monthly: \$850.00 Annual: \$10,200.00

- 4. Starting Date:**
The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.
- 5. Schedule of Payment:**
\$850.00 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Admiral Environmental LLC by the first (1st) of the month and payment will be considered late after the fifteenth (15th) of the month. A late fee may be assessed after the 15th of the month. Additional finance charges will be applied to any balance after 30 days. A \$40 bank return fee is assessed for any payment that cannot be processed. Failure to pay any amount when due shall constitute a default under this Agreement.
- 6. Limited Offer:**
The offer contained in this Agreement is valid for thirty (30) days only and must be returned to Admiral Environmental LLC for acceptance within that period. If not accepted within that time, the offer shall be void.
- 7. Safety:**
Admiral Environmental LLC agrees to use specialized equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s).
- 8. Change of Address/Contact Information:**
In the event that ADMIRAL ENVIRONMENTAL LLC or CUSTOMER undergoes a change in address or contact information, notification to the other party shall be made. Written instructions including the new address and contact information will be enclosed in the notification.
- 9. Termination Procedure:**
This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by mail, return receipt requested, to Admiral Environmental LLC or by email to office@admiralenvironmental.com.
 - a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by Admiral Environmental LLC in accordance with Paragraphs 9b and 9c.
- 10. Insurance:**
Admiral Environmental LLC agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, and Automobile Liability. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.
- 11. Automatic Renewal:**
Unless otherwise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 5% increase per year on the anniversary date of this Agreement. Admiral Environmental LLC reserves the right, under special circumstances, to initiate surcharges (agreed to in writing, by both parties) relating to extraordinary price increases of water treatment products. Unless otherwise agreed to in writing, by both parties, service shall be continuous without interruption.

12. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Admiral Environmental LLC may at its sole discretion seek any or all the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Filing of a mechanics lien on property for all monies due plus interest, costs.

13. Addenda:

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of Admiral Environmental LLC for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Additional work or services as requested by CUSTOMER such as physical cutting, plant removal, trash clean-up, and other manual maintenance may be performed by our staff. Additional work or services will be invoiced separately at our current hourly equipment and labor rates.

14. Contract Documents:

This Agreement constitutes the entire Agreement of Admiral Environmental LLC and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Admiral Environmental LLC and CUSTOMER.

	CUSTOMER
ADMIRAL ENVIRONMENTAL LLC	Customer: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

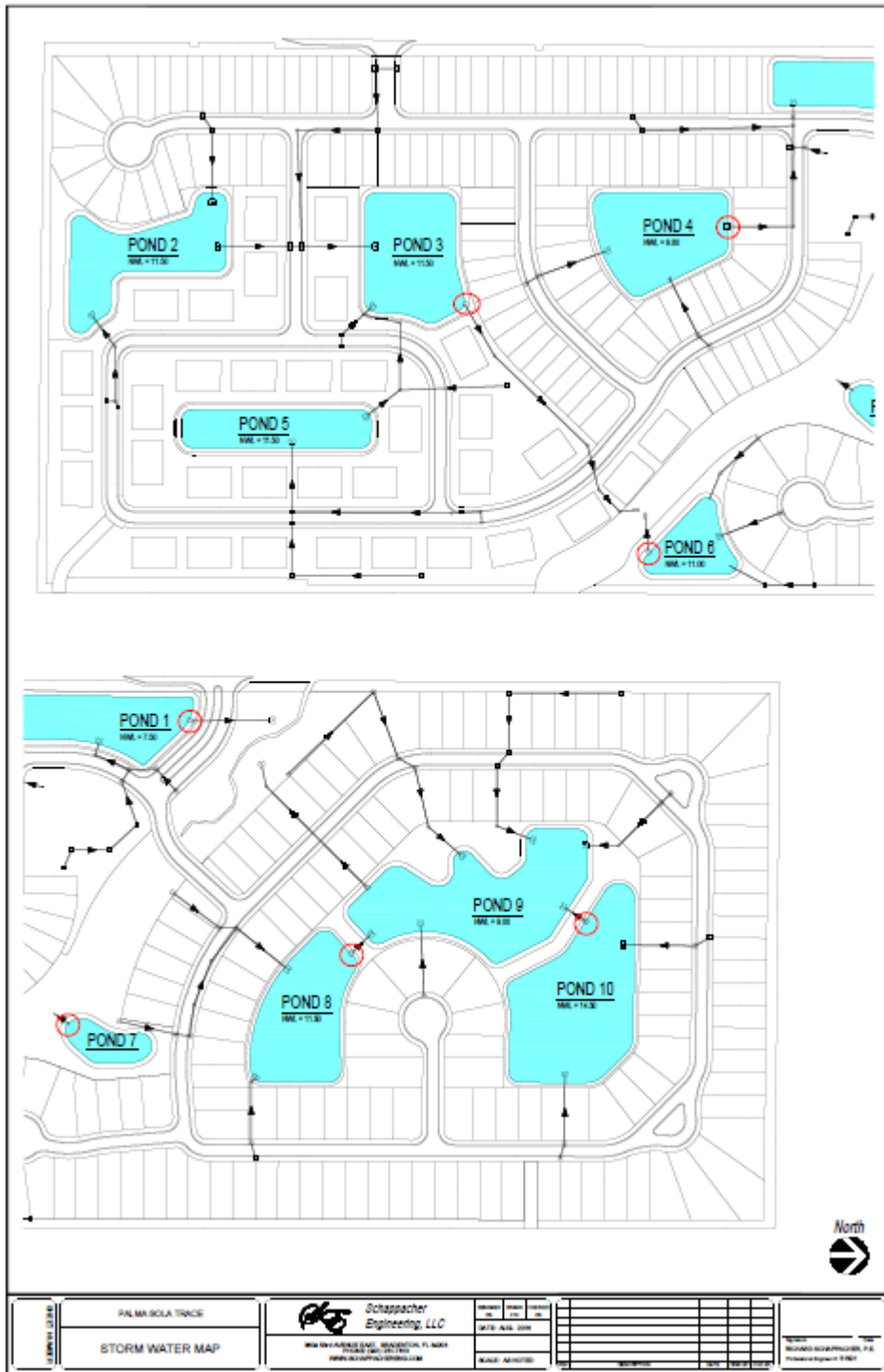




EXHIBIT C
SWFWMD Permit



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Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
3600 West Sovereign Path
Suite 226
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

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Chair, Pinellas
- Heidi B. McCree**
Vice Chair, Hillsborough
- Judith C. Whitehead**
Secretary, Hernando
- Tahmadge G. "Jerry" Rice**
Treasurer, Pasco
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Pinellas
- Ronald C. Johnson**
Polk
- Janet D. Kovach**
Hillsborough
- Patsy C. Symons**
DeSoto

- David L. Moore**
Executive Director
- Gene A. Heath**
Assistant Executive Director
- William S. Bilenky**
General Counsel

January 25, 2005

Mr. Michael Miller, Land Development Manager
Taylor Woodrow Homes Central FL., LLC
2610 South Falkenberg Road
Riverview, FL 33569

RECEIVED

JAN 31 2005

KING ENGINEERING

COPY

Subject: **Notice of Final Agency Action for Approval
ERP Individual Construction**
Permit No.: 43027525.000
Project Name: Palma Sola Trace
County: Manatee
Sec/Twp/Rge: 6/35S/17E

Dear Mr. Miller:

The Environmental Resource permit referenced above was **approved** by the District Governing Board subject to all terms and conditions set forth in the permit.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact Randal R. Cooper, P.E., at the Sarasota Service Office, extension 6546. For assistance with environmental concerns, please contact Pamela J. Fetterman, extension 6515.

Sincerely,

BJ Jarvis, Director
Records and Data Department

BJJ:mlc
Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
cc/enc: File of Record 43027525.000
O. Denise Greer, P.E., King Engineering Associates, Inc.
USACOE

I. Water Quantity/Quality:

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
1-A	3.00	Wet Detention
1-B	2.19	Wet Detention
1-C	1.30	Wet Detention
2	0.68	Wet Detention
3	1.40	Wet Detention
4	1.30	Wet Detention
5	1.50	Wet Detention
6	1.10	Wet Detention
7	1.40	Wet Detention
TOTAL	13.87	

A mixing zone is not required.
 A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
		NE []	Depth [N/A]
0.93	1.05	EE [X]	Depth [N/A]
		SM []	Depth [N/A]
		MI []	Depth [N/A]

*Codes [X] for the type or method of compensation provided are as follows:

NE = No Encroachment

EE = Equivalent Excavation to offset project filling per Section 4.4 of the District's Basis of Review;

SM = Storage Modeling hydrographs of pond and receiving stages indicate timing separation;

MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.

N/A = Not Applicable

Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims **MI type of compensation

III. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
Palma Sola Creek	1.05	1.04	0.00	0.01
TOTAL	1.05	1.04	0.00	0.01

Comments: Construction of a road crossing and pedestrian bridge crossing over Palma Sola Creek are authorized; however, since the structures are open underneath and the footings will be constructed landward of the wetland line, no wetland impacts are authorized. De minimis wetland impacts of 0.01 acre are authorized for the placement of rip-rap into Palma Sola Creek above the mean high water line (MHWL) of the creek. Several upland-cut ponds totaling 5.48 acres are also located within the project area. Permanent dredging and filling impacts of 4.99 acres of impacts to these ponds are authorized. Pursuant to Chapter 373.406(6), F.S., Sections 3.2.2. and 3.2.2.2 of the Basis of Review (B.O.R.), mitigation for the de minimis wetland impacts and filling of the 4.99 acres of upland-cut, golf course ponds will not be required.

Watershed Name: South Coastal Drainage

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

6. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.

7. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

wetland preservation
wetland buffers

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

8. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:

all wetlands
wetland buffers

9. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Sarasota Regulation Department Service Office:

- A. homeowners, property owners, master association or condominium association articles of incorporation, and
- B. declaration of protective covenants, deed restrictions or declaration of condominium.

The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

10. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."

11. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

12. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Sarasota Service Office.

13. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance and native tree-planting and maintenance activities. Mowing of the wetland buffer is prohibited.
14. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.



Authorized Signature



An Equal Opportunity Employer

Southwest Florida Water Management District

Barlow Service Office
170 Century Boulevard
Barlow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Leonto Service Office
Suite 226
3600 West Sovereign Path
Leonto, Florida 34461-8070
(352) 527-8131

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

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Sarasota, Florida 34240-9711
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SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
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8766-000-00
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Sallie Parks
Pinellas

Todd Pressman
Pinellas

Maritza Rovira-Forino
Hillsborough

Patsy C. Symons
DeSoto

David L. Moore
Executive Director

William S. Bilensky
General Counsel

June 6, 2007

Michael T. Miller, Land Development Manager
Taylor Woodrow Homes Central FL, LLC
4905 West Laurel Street, Suite 100
Tampa, FL 33607

Subject: **Final Agency Action Transmittal Letter**
ERP General Construction
Permit No.: 44027525.001
Project Name: Palma Sola Trace
County: Manatee
Sec/Twp/Rge: 6/35S/17E

RECEIVED

JUN 07 2007

KING ENGINEERING

Dear Mr. Miller:

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

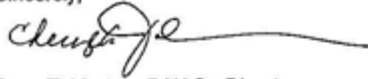
You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statute, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact Steven J. Lopes, P.E., at the Sarasota Service Office, extension 6506. For assistance with environmental concerns, please contact Vicki J. Mooney, extension 6503.

Sincerely,



Ross T. Morton, P.W.S., Director
Sarasota Regulation Department

RTM:SXL:VJM:bxm

Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
Noticing Packet (42.00-039)
Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44027525.001

O. Denise Greer, P.E., King Engineering Associates, Inc.
Palm Sola Trace Master Property Owners Association

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION MODIFICATION
PERMIT NO. 44027525.001

Expiration Date: June 6, 2012

PERMIT ISSUE DATE: June 6, 2007

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Palma Sola Trace
GRANTED TO: Taylor Woodrow Homes Central FL, LLC
4905 West Laurel Street, Suite 100
Tampa, FL 33607

ABSTRACT: This permit authorizes modifications to Environmental Resource Permit (ERP) No. 43027525.000, entitled Palma Sola Trace, issued on January 25, 2005. The modifications approved in this permit are as follows:

1. Modification in the design of the culvert/bridge structure for the Palma Sola Creek road crossing.
2. Modification from a non-pile-supported design to a pile-supported design for the previously approved wooden footbridge structure for the Palma Sola Creek pedestrian crossing.
3. Modification of grading design behind the three (3) townhome buildings numbered 275-282, 283-290 and 291-298 including approximately 400 linear feet of retaining wall and rear yard fill.

Information regarding the surface water management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project entitled "Palma Sola Trace, SWFWMD ERP Modification Plans" prepared by King Engineering Associates, Inc.

OP. & MAINT. ENTITY: Palma Sola Trace Master Property Owners' Association
COUNTY: Manatee
SEC/TWP/RGE: 6/35S/17E
TOTAL ACRES OWNED OR UNDER CONTROL: 105.84
PROJECT SIZE: 0.65 Acre
LAND USE: Multi-family Residential
DATE APPLICATION FILED: July 28, 2006
AMENDED DATE: N/A

I. Water Quantity/Quality

Comments: Water quality treatment and attenuation will be provided in the surface water management system approved under ERP No. 43027525.000, entitled Palma Sola Trace, issued on January 25, 2005.

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
1.01	1.05	NE []	Depth [N/A]
		EE [X]	Depth [N/A]
		SM []	Depth [N/A]
		MI []	Depth [N/A]

*Codes [X] for the type or method of compensation provided are as follows:

NE = No Encroachment

EE = Equivalent Excavation to offset project filling per Section 4.4 of the District's Basis of Review;

SM = Storage Modeling hydrographs of pond and receiving stages indicate timing separation;

MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.

N/A = Not Applicable

**Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims MI type of compensation.

Comments: A published FEMA study does not exist for Palma Sola Creek. The freshwater component of the Palma Sola Creek 100-year floodplain was established by site-specific modeling in support of ERP No. 43027525.000. Floodplain encroachment of 0.93 acre-feet and floodplain compensation of 1.05 acre-feet by equal excavation was previously permitted under ERP No. 43027525.000. This modification authorizes an additional 0.08 acre-feet of floodplain encroachment (1.01 - 0.93 = 0.08 acre-feet) within the Palma Sola Creek freshwater floodplain due to construction of retaining wall and additional rear yard fill behind the three (3) townhome buildings numbered 275-282, 283-290 and 291-298.

III. Environmental Considerations

Wetland Comments: In order to address secondary impacts as a result of additional encroachment into the upland buffer for Palma Sola Creek from construction of a retaining wall and rear yard fill, nuisance and exotic vegetation will be removed and buffer plantings installed. The buffer enhancement activities will follow Construction Sheet No. 4 of the King Engineering Drawing submitted on May 11, 2007.

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.
7. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

8. The Permittee shall implement the upland buffer enhancement plan as specified on Sheet 4 of the King Engineering Construction Drawings submitted on May 11, 2007. The Palma Sola Trace Master Property Owners Association shall manage and maintain the buffer enhancement area in perpetuity. The upland buffer shall be monitored and maintained and shall achieve the following criteria within two years of initial restoration and enhancement activities:
- Dominant and subdominant species of desirable, native plants will comprise each vegetative zone and stratum of the upland buffer area.
 - Species composition of recruiting vegetation is indicative of native upland habitats in proximity to the wetland buffer areas.
 - Coverage of Brazilian Pepper, *Schinus terebinthifolius*, does not exceed one percent (1%).
 - Areas planted with *Muhlenbergia capillary* and *Spartina bakeri* shall achieve 80% coverage. Upland, facultative or facultative wet plant species providing the same function as those listed may also be considered in determining success.
9. The Permittee shall complete any activities necessary to ensure the successful achievement of the upland buffer restoration requirements within two years. The buffer may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the site conditions in the buffer restoration areas are sustainable. Following the District's determination that the upland buffer has been successfully restored and completed, the Permittee shall operate and maintain the upland buffer such that it remains in the current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the upland buffer areas where conditions no longer meet the criteria set forth in Specific Condition No. 8 above.
10. All other terms and conditions of ERP No. 43027525.000, entitled Palma Sola Trace, issued on January 25, 2005, apply.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.



Authorized Signature

Tab 2

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of October, 2022, by and between:

Palma Sola Trace Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bradenton, Manatee County, Florida, and whose mailing address is c/o Rizzetta & Company, Inc., 2700 S. Falkenburg Drive, Suite 2745, Riverview, FL 33578 (“District”); and

Brightview Landscape Services, Inc. a Florida corporation, whose address is 9713 Palm River Road, Tampa, FL 33619 (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including certain landscaping and irrigation; and

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

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** (“Work”). The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods

by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for maintaining any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **COMPOSITE EXHIBIT B**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

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 shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representative”). The District Representative 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 Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The

District hereby designates **Jerry Whited of Rizzetta & Company, Inc.**, to act as the District Representative. The Contractor shall not take direction from anyone other than the District Representative (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change or add additional designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representative no less than one (1) time per month as requested to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representative, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. The initial term of Work under this Agreement shall begin on **January 1, 2023**, and end **December 31, 2023** ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement will automatically renew for two additional one-year terms each January 1. If all renewals are exercised, this Agreement shall expire on December 31, 2025.

- b. As compensation for the Work in the Initial Term, the District agrees to pay Contractor **Nine Thousand, Seven Hundred Twenty Dollars (\$9,720)** per year. Such compensation covers the items specified in the Contractor's pricing proposal, attached hereto as **EXHIBIT A**. Compensation for renewal terms shall be as set forth in **EXHIBIT A**.
- c. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO") in substantially the form set out at **COMPOSITE EXHIBIT B**. Each ASO shall be subject to the terms of this Agreement, except as specifically modified therein. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. The Contractor shall maintain records conforming to usual accounting practices. Further, 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 shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same

manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. **INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** 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.
 - ii. **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, \$3,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **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.
 - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) calendar days prior written notice, has been given to the District.

- iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. 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 Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement 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.
- f. 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.
- g. 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.
- h. All policies required by this Agreement, 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, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. 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, Officers, agents, employees or representatives.
- i. 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.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its

subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred.

11. **WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has

thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

14. TAX-EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. Contractor shall follow required procedures as directed by the District.

15. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of

services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. TERMINATION.

- a. The Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement.
- b. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability.
- c. Upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

26. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

27. **AUTHORIZATION.** The execution of this Agreement 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.

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Palma Sola Trace
Community Development District

3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: Lynn Hayes

With a copy to: KE Law Group, PLLC
P.O. Box 3686
Tallahassee, Florida 32314
Attn: District Counsel

B. If to Contractor: Brightview Landscape Services, Inc.
8708 Cortex Road West
Bradenton, Florida 34210
Attn: Sharon O'Connor

With a copy to: Brightview Landscape Services, Inc.
980 Jolly Rd., Suite 300
Blue Bell, PA 19422
Attn: Office of the General Counsel

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

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

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

31. **PUBLIC RECORDS.** 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, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jerry Whited of Rizzetta & Company, Inc.** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-933-5571 OR BY EMAIL AT [JWHITED@RIZZETTA.COM](mailto:jwhited@rizzetta.com), OR BY REGULAR MAIL AT 2700 S. FALKENBURG DRIVE, SUITE 2745 RIVERVIEW, FL 33578.

32. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

33. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

Date: _____

ATTEST:

**BRIGHTVIEW LANDSCAPE
SERVICES, INC., a Pennsylvania
corporation**

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Exhibit A: Scope of Services

**Composite
Exhibit B: Forms**

EXHIBIT "A"
SCOPE OF SERVICES

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.

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
<i>Total Service Fee*</i>	\$ 9,720.00	<i>Total Service Fee*</i>	\$ 10,206.00	<i>Total Service Fee*</i>	\$ 10,716.00



COMPOSITE EXHIBIT "B"
FORMS

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
DAILY WORK JOURNAL

*(This form, or a similar form, must be filled out at the end of
each daily visit and turned in to the District Representative)*

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT:

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

***THE INVOICE FOR THIS WORK MUST MATCH
THE DESCRIPTION OF THIS SERVICE REQUEST***

**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT
ADDITIONAL SERVICES ORDER NO. __**

THIS ADDITIONAL SERVICES ORDER (“Order”) is presented according to the requirements of that certain Landscape and Irrigation Maintenance Services Agreement (“Agreement”), and is made and entered into this ____ day of _____, 20__, by and between:

Palma Sola Trace Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bradenton, Manatee County, Florida, and whose mailing address is c/o Rizzetta & Company, Inc., 2700 S. Falkenburg Drive, Suite 2745, Riverview, FL 33578 (“District”); and

Brightview Landscape Services, Inc. a Florida corporation, whose address is 9713 Palm River Road, Tampa, FL 33619 (“Contractor,” and collectively with the District, “Parties”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement, any exhibits and amendments thereto, and any additional services orders authorized pursuant thereto, the Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). The Agreement and this Order shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Order shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Order will authorize the Contractor to complete the Services as specified in **Exhibit A**, and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Order, remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed the day and year first above written.

Attest:

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary/Secretary

By: _____
Its: Chairman, Board of Supervisors

Print Name

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Witness

By: _____
Its: _____

Exhibit A: Proposal *[to be attached to each ASO]*

Tab 3



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Palma Sola Trace Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

Palma Sola Trace Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122635

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$678,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

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

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

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

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

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

TOTAL PROPERTY PREMIUM \$4,790

Extensions of Coverage

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

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

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

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

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Palma Sola Trace Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122635

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$4,790
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,341
Public Officials and Employment Practices Liability	\$3,038
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$11,169

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

Palma Sola Trace Community Development District

(Name of Local Governmental Entity)
By: Pyotr Gelman
[Pyotr Gelman \(Sep 26, 2022 13:46 EDT\)](#)
Signature

Pyotr Gelman
Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Palma Sola Trace Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

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

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

- Building and Content TIV \$678,000 As per schedule attached
Inland Marine Not Included
Auto Physical Damage Not Included

Signature: Pyotr Gelman Date: Sep 26, 2022

Name: Pyotr Gelman

Title: Chairman



Palma Sola Trace Community Development District

Policy No.: 100122635
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
1	Gate with Electronics		2006	10/01/2022	\$9,000		\$9,000
	71st ST West Bradenton FL 34209		Non combustible	10/01/2023			
2	Gate with Electronics		2006	10/01/2022	\$9,000		\$9,000
	71st ST West Bradenton FL 34209		Non combustible	10/01/2023			
3	Wooden Bridge over Canal		2006	10/01/2022	\$20,000		\$20,000
	Behind HOA Club House Bradenton FL 34209		Non combustible	10/01/2023			
4	Perimeter Wall		2006	10/01/2022	\$640,000		\$640,000
	Around Community Bradenton FL 34209		Non combustible	10/01/2023			
Total:			Building Value	Contents Value	Insured Value		
			\$678,000	\$0	\$678,000		

Sign: Piotr Gelman
 Piotr Gelman (Sep 26, 2022 13:46 EDT)

Print Name: Piotr Gelman

Date: Sep 26, 2022







Proposal.FIA.PKG.PalmaSolaTrace

Final Audit Report

2022-09-26

Created:	2022-09-26
By:	Jerry Whited (jwhited@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALFcb9eq3PzOIh3_Ot9K0-gG0g4VKYx0x

"Proposal.FIA.PKG.PalmaSolaTrace" History

-  Document created by Jerry Whited (jwhited@rizzetta.com)
2022-09-26 - 2:24:20 PM GMT- IP address: 47.206.151.210
-  Document emailed to gman3605@gmail.com for signature
2022-09-26 - 2:25:55 PM GMT
-  Email viewed by gman3605@gmail.com
2022-09-26 - 4:24:54 PM GMT- IP address: 174.203.225.136
-  Signer gman3605@gmail.com entered name at signing as Pyotr Gelman
2022-09-26 - 5:46:29 PM GMT- IP address: 67.197.229.150
-  Document e-signed by Pyotr Gelman (gman3605@gmail.com)
Signature Date: 2022-09-26 - 5:46:31 PM GMT - Time Source: server- IP address: 67.197.229.150
-  Agreement completed.
2022-09-26 - 5:46:31 PM GMT

Tab 4

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2021-2022 GENERAL FUND BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”), adopted a General Fund Budget (“Budget”) for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022 (“Fiscal Year 2021-2022”); and

WHEREAS, the Board desires to amend the Fiscal Year 2021-2022 Budget to reflect changes to budgeted revenues and expenses approved during Fiscal Year 2021-2022; and

WHEREAS, pursuant to Chapters 189 and 190, *Florida Statutes*, the Board is authorized to amend the Fiscal Year 2021-2022 Budget within sixty (60) days following the end of the Fiscal Year 2021-2022; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Fiscal Year 2021-2022 Budget to reflect the actual appropriations.

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

SECTION 1. BUDGET AMENDMENT.

- a. The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “Adopted Annual Budget”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2021-2022.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for the Palma Sola

Trace Community Development District for the Fiscal Year Ending September 30, 2022, as amended and adopted by the Board of Supervisors effective October 27, 2022.”

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$604,206
RESERVE FUND	\$12,265
DEBT SERVICE FUND, SERIES 2013A-1	\$268,611.88
TOTAL ALL FUNDS	\$885,082.88

SECTION 3. CONFLICTS. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect as of October 27, 2022.

PASSED AND ADOPTED this 27th day of October, 2022.

ATTEST:

**PALMA SOLA TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended General Fund Budget FY 2021/2022

EXHIBIT A
AMENDED FISCAL YEAR 2021-2022 GENERAL FUND BUDGET



Rizzetta & Company

Palma Sola Trace Community Development District

Palmasolatracecdd.org

Amended Budget for

Fiscal Year 2021-2022

Presented by: Rizzetta & Company, Inc.

**2700 South Falkenburg Rd. #2745
Riverview, Florida 33578
Phone: 813-533-2950**

rizzetta.com

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**Amended Budget
Palma Sola Trace Community Development
General Fund
Fiscal Year 2021/2022**

Chart of Accounts Classification	Budget for 2021/2022
REVENUES	
Interest Earnings	
Interest Earnings	\$ -
Special Assessments	
Tax Roll	\$ 149,074
TOTAL REVENUES	\$ 149,074
Balance Forward from Prior Year	\$ 455,132
TOTAL REVENUES AND	\$ 604,206
ADMINISTRATIVE	
Legislative	
Supervisor Fees	\$ 7,000
Financial & Administrative	
Administrative Services	\$ 5,508
District Management	\$ 20,502
District Engineer	\$ 18,000
Disclosure Report	\$ 1,000
Trustees Fees	\$ 2,200
Assessment Roll	\$ 5,100
Financial & Revenue Collections	\$ 5,100
Accounting Services	\$ 18,360
Auditing Services	\$ 3,300
Public Officials Liability Insurance	\$ 2,960
Legal Advertising	\$ 700
Dues, Licenses & Fees	\$ 175
Website Hosting, Maintenance,	\$ 3,525
Legal Counsel	
District Counsel	\$ 10,000
Administrative Subtotal	\$ 103,430
OPERATIONS	

**Amended Budget
Palma Sola Trace Community Development
General Fund
Fiscal Year 2021/2022**

Chart of Accounts Classification	Budget for 2021/2022
Electric Utility Services	
Utility Services	\$ 2,000
Street Lights	\$ 3,000
Stormwater Control	
Aquatic Maintenance	\$ 10,200
Fountain Service Repairs &	\$ 500
Lake/Pond Bank Maintenance	\$ 1,000
Wetland Monitoring &	\$ 12,000
Miscellaneous Expense	\$ 500
Aquatic Plant Replacement	\$ 2,000
Other Physical Environment	
General Liability Insurance	\$ 3,256
Property Insurance	\$ 5,887
Perimeter Wall Repair	\$ 408,000
Landscape Maintenance	\$ 15,000
Landscape Miscellaneous	\$ 500
Road & Street Facilities	
Street Light Decorative Light	\$ 30,000
Gate Facility Maintenance	\$ 6,000
Contingency	
Miscellaneous Contingency	\$ 933
Field Operations Subtotal	\$ 500,776
Contingency for County TRIM	
TOTAL EXPENDITURES	\$ 604,206
EXCESS OF REVENUES OVER	\$ -

**Amended Budget
Palma Sola Trace Community Development District
Reserve Fund
Fiscal Year 2021-2022**

Chart of Accounts Classification	Budget for 2021/2022
REVENUES	
Interest Earnings	
Interest Earnings	\$ -
Special Assessments	
Tax Roll	\$ 12,265
TOTAL REVENUES	\$ 12,265
TOTAL REVENUES AND BALANCE	\$ 12,265
EXPENDITURES	
Contingency	
Capital Reserves	\$ 12,265
TOTAL EXPENDITURES	\$ 12,265
EXCESS OF REVENUES OVER	\$ -

Budget Template
Palma Sola Trace Community Development District
Debt Service
Fiscal Year 2021/2022

Chart of Accounts Classification	Series 2013A-1	Budget for 2021/2022
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$ 268,611.88	\$ 268,611.88
TOTAL REVENUES	\$ 268,611.88	\$ 268,611.88
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$ 268,611.88	\$ 268,611.88
Administrative Subtotal	\$ 268,611.88	\$ 268,611.88
TOTAL EXPENDITURES	\$ 268,611.88	\$ 268,611.88
EXCESS OF REVENUES OVER EXPENDITURES	0	0

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

Gross assessments \$ **288,457.77**

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 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget	\$161,339.00
Collection Costs @ 3%:	\$5,204.48
Early Payment Discount @ 4%:	\$6,939.31
2021/2022 Total:	<u>\$173,482.80</u>

2020/2021 O&M Budget	\$161,339.00
2021/2022 O&M Budget	\$161,339.00
Total Difference:	<u><u>\$0.00</u></u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2020/2021	2021/2022	\$	%
Debt Service - Condo	\$455.29	\$455.29	\$0.00	0.00%
Operations/Maintenance - Condo	\$317.73	\$317.73	\$0.00	0.00%
Total	\$773.02	\$773.02	\$0.00	0.00%
Debt Service - Paired Villa	\$585.37	\$585.37	\$0.00	0.00%
Operations/Maintenance - Paired Villa	\$317.73	\$317.73	\$0.00	0.00%
Total	\$903.10	\$903.10	\$0.00	0.00%
Debt Service - Single Family	\$650.41	\$650.41	\$0.00	0.00%
Operations/Maintenance - Single Family	\$317.73	\$317.73	\$0.00	0.00%
Total	\$968.14	\$968.14	\$0.00	0.00%

PALMA SOLA TRACE

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

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

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&M ASSESSMENT</u>			
	<u>O&M</u>	<u>SERIES 2013A-1 DEBT SERVICE</u> ^{(1) (2)}	<u>EAU FACTOR</u> ⁽⁵⁾	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>
Condos	272	271	1.00	272.00	49.82%	\$86,423.66
Paired Villas	126	122	1.00	126.00	23.08%	\$40,034.49
Single Family	148	144	1.00	148.00	27.11%	\$47,024.64
	<u>546</u>	<u>537</u>		<u>546.00</u>	<u>100.00%</u>	<u>\$173,482.80</u>

<u>PER LOT ANNUAL ASSESSMENT</u>		
<u>DEBT</u>		
<u>O&M</u>	<u>SERVICE</u> ⁽³⁾	<u>TOTAL</u> ⁽⁴⁾
\$317.73	\$455.29	\$773.02
\$317.73	\$585.37	\$903.10
\$317.73	\$650.41	\$968.14

LESS: Manatee County Collection Costs (3%) and Early Payment Discount (4%):	<u>(\$12,143.80)</u>
Net Revenue to be Collected	<u>\$161,339.00</u>

⁽¹⁾ Reflects 9 (nine) 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 2021 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.

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 services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights 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.

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.

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.

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.

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.

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 a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 5

MINUTES OF MEETING

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

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District was held on **Thursday, August 25, 2022, at 1:30 p.m.** at the Palma Sola Trace Clubhouse located at 7408 Hamilton Road, Bradenton, FL 34209.

Present and constituting a quorum:

Peter Gelman	Board Supervisor; Chair
Eva Walker	Board Supervisor; Vice-Chair
William Diamond	Board Supervisor; Asst. Secretary
Mike Coury	Board Supervisor; Asst. Secretary
Dan Crumpler	Board Supervisor; Asst. Secretary

Also present were:

Jerry Whited	District Manager; Rizzetta & Company, Inc.
Lauren Gentry	District Counsel; KE Law (via phone)
David Kaiser	HOA President
James Jordan	Brightview Landscape
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

On a motion by Mr. Crumpler, seconded by Mr. Coury, the Board unanimously approved to allow Mr. Gelman and Ms. Walker to participate in voting and motions for the meeting while remote, for the Palma Sola Trace Community Development District.

SECOND ORDER OF BUSINESS

Audience Comments

There was an audience comment on the creek in the Villas.

THIRD ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2022/2023
Budget**

On a motion by Mr. Coury, seconded by Mr. Diamond, the Board unanimously approved to open the public hearing on the 2022-2023 Fiscal Year Budget, for the Palma Sola Trace Community Development District.

44
45 **Audience Comments:**

46
47 There were audience comments during the public hearing pertaining to
48 aquatic services.
49

On a motion by Mr. Crumpler, seconded by Ms. Walker, the Board unanimously approved to close the Public Hearing on the 2022-2023 Fiscal Year Budget, for the Palma Sola Trace Community Development District.

50
51 **1. Consideration of Resolution 2022-07, Approving the Fiscal Year 2022**
52 **/2023 Final Budget**
53

On a motion by Mr. Coury, seconded by Mr. Crumpler, the Board unanimously Approved resolution 2022-07, Approving the FY22-23 Final Budget, for the Palma Sola Trace Community Development District.

54
55 **2. Consideration of Resolution 2022-08, Imposing Special Assessments**
56

On a motion by Mr. Crumpler, seconded by Mr. Diamond, the Board unanimously approved resolution 2022-08, imposing Special Assessments, for the Palma Sola Trace Community Development District.

57
58 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2022-09;
Setting Fiscal Year 2022-2023 Meeting
Schedule

On a motion by Mr. Coury, seconded by Ms. Walker, the Board unanimously approved Resolution 2022-09, Setting the Fiscal Year 2022-2023 Meeting Schedule, for the Palma Sola Trace Community Development District.

62
63 **FIFTH ORDER OF BUSINESS**

Consideration of Brightview Tree
Trimming Proposed Agreement

64
65 This item has been tabled.

66
67 **SIXTH ORDER OF BUSINESS**

Discussion of CDD and MA Turf
Maintenance

68
69
70 The Board considered the declaration from the MA. There was a discussion about
71 maintenance items as it pertains to the MA and CDD and who does what. Turf was
72 discussed. The District will wait for additional feedback about mowing from the MA
73 to proceed.

74 **SEVENTH ORDER OF BUSINESS** **Consideration of Maintenance**
75 **Committee**
76

77 The Board considered establishing a maintenance committee. The Board elected to
78 table the discussion to the next meeting.

79
80 **EIGHTH ORDER OF BUSINESS** **Consideration of Aquatic Services**
81 **Proposals**
82

83 The Board considered the aquatic services proposals. A discussion ensued.
84

On a motion by Mr. Crumpler, seconded by Mr. Coury, the Board unanimously approved for Admiral to be awarded the bid for Aquatic Services maintenance, for the Palma Sola Trace Community Development District.

85
86
87 **NINTH ORDER OF BUSINESS** **Consideration of Minutes of Board of**
88 **Supervisors' Regular Meeting held on**
89 **June 23, 2022**
90

On a motion by Mr. Gelman, seconded by Mr. Crumpler, the Board unanimously approved the Minutes of the Board of Supervisors meeting held on June 23, 2022, for the Palma Sola Trace Community Development District.

91
92 **TENTH ORDER OF BUSINESS** **Consideration of Operations &**
93 **Maintenance Expenditures for June**
94 **2022 and July 2022**
95

On a motion by Mr. Coury, seconded by Mr. Crumpler, the Board unanimously approved the Operations and Maintenance Expenditures for the District for June & July 2022, for the Palma Sola Trace Community Development District.

96
97 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**
98

99 **A. District Counsel**

100 The Board received the District Counsel update.
101
102

103 **B. District Engineer**

104 The Board received the District Engineer Update. The South Perimeter wall package has
105 been sent. The Benderson property will be cleared. The Structural Engineer hired
106 concluded that the Bridlecrest Bridge concerns we're all cosmetic and no immediate action
107 is needed from a structural perspective.
108

109
110 **C. District Manager**
111

Tab 6



Mend & Manage LLC

941-527-9896 | mendandmanage@gmail.com | www.MendandManage.com

RECIPIENT:

Rick Schappacher

7408 Hamilton Road
Bradenton, Florida 34209

Quote #120	
Sent on	Aug 27, 2022
Total	\$11,350.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Raise Railing and Close Gaps on Pedestrian Bridge	Remove top handrail. Raise posts with 4x4 and 6x6 pressure treated wood to meet IBC code, to 42" high. Reinstall top handrail. Remove existing, horizontal 2x4. Run either new horizontal 2x4, or Fiberon AG gray GV decking plank horizontally along the handrail every 4" to close the gaps and make it safer. Labor Only.	1	\$8,350.00	\$8,350.00
Materials estimate		1	\$3,000.00	\$3,000.00

Total **\$11,350.00**

This quote is valid for the next 30 days, after which values may be subject to change.

Tab 6A

Construction Management Services Ilc.

5233 MOON SHELL DR
Apollo Beach, FL 33572 US
mikeambriati@live.com

Estimate

ADDRESS
Rick Schappacher
Rizzetta
3433 Colwell Ave Suite 200
Tampa, Florida 33614

ESTIMATE 1048
DATE 09/22/2022
EXPIRATION DATE 10/20/2022

DATE	ACTIVITY	AMOUNT
09/22/2022	<p>carpentry - labor and materials</p> <p>Option 1 Add a section of 6x6 post to the round post that are there. Add 6x6 post in between the round post to make 5' sections. cut post on a 22 1/2 degree angle. install 2x10 handrail on top w/ 2x4 top rail under 2x10. Add 2x6 mid rail and add 2x6 bottom rail 4" off deck. \$7800.00</p> <p>Option 2 Add 4x4 post to inside of round post to get our height we need. Add 4x4 post in between to make up 5' sections. Add top rail and bottom rail and 2x2 spindles at 4" on center at 2" from bottom of deck. This will be install on the inside of the deck as close to edge. meaning 4x4 will be bolted to top of deck and not the side of rim joist. \$9600.00</p> <p>Option 3 Add 6x6 post to round post then add 6x6 post cut on a 22 1/2 degree angle making 5' sections. Add 2x10 handrail to top and then 2x4 top rail. Then we will build 5' sections build with black chain link fencing with a 2x4 framing around it and installed in between the post. \$11,350.00</p> <p>Option 4 All vinyl handrail can be installed on top of deck. similar to option 2. All vinyl handrail with top rail, bottom rail and 2x2 spindles and all hardware. \$16,600.00</p>	0.00

This will require 1/2 down and rest on completion.

TOTAL

\$0.00

Accepted By

Tab 7

Exhibit "A"

Palma Sola Trace South Perimeter Wall Repairs

Bid Tabulation Form 9.8.22

				Coastal Concrete Products	
Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Replace 6' concrete line post	2	EA	\$ 900.00	1,800.00
2	Replace 5' concrete panel	5	EA	\$ 100.00	500.00
3	Replace 5' concrete top rail piece	7	EA	\$ 100.00	700.00
4	Reset fallen concrete top rail piece	1	EA	\$ 50.00	50.00
5	Replace concrete cap	15	EA	\$ 60.00	900.00
6	Caulk concrete post	61	EA	\$ 25.00	1,525.00
7	Cut & remove root	3	EA	No Bid	0.00
8	Remove tree	1	EA	No Bid	0.00
9	Remove vegetation from wall	1	LS	No Bid	0.00
10	Miscellaneous cleanup and work	1	LS	\$ 2,500.00	2,500.00
Total					\$ 7,975.00