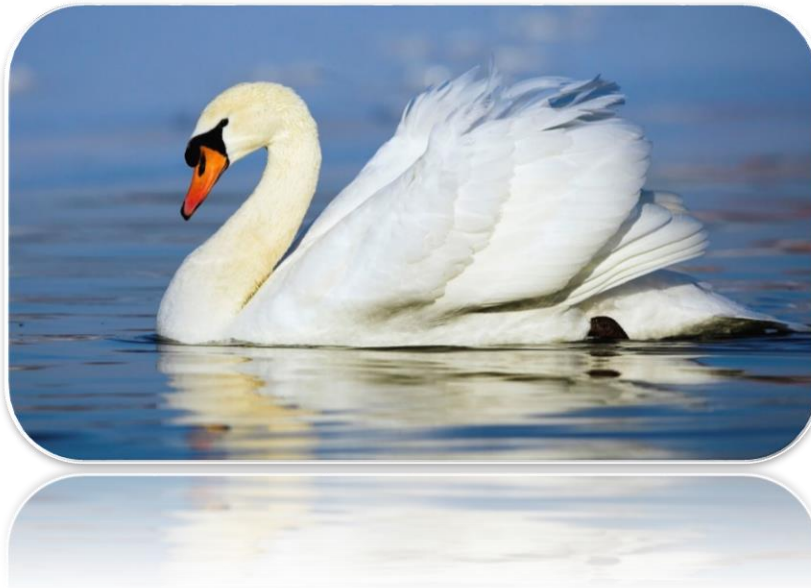


PALERMO COMMUNITY DEVELOPMENT DISTRICT



AGENDA

MARCH 19, 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

PALERMO COMMUNITY DEVELOPMENT DISTRICT

March 12, 2021

Board of Supervisors

Palermo Community Development District

Dear Board Members:

This Public Hearing of the Board of Supervisors of the Palermo Community Development District will be held on **Friday, March 19, 2021 at 8:30 A.M.** at the offices of **Lennar Homes, LLC, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.**

The venue for this meeting is the offices of Lennar Homes, LLC, and will permit the District to be able to meet the social distance guidelines for this meeting for Board Members/Staff, while accommodating an additional five (5) audience members.

Please ensure that all in attendance bring and wear masks during the meeting. The venue is requiring the District to enforce the limitation on attendance for audience members.

With the limitation for people in the meeting room, the District is requesting that audience members please use the WebEx link and telephone number below to join the Board Meeting.

The following WebEx link and telephone number are provided to join/watch the meeting.

Weblink:

<https://districts.webex.com/districts/onstage/g.php?MTID=e50166f005c0b0c431e8c7b8c8059ed2c>

Access Code: **179 512 7586**

Event password: **Jpward**

Call in information if you choose not to use the web link:

Phone: **408-418-9388** and enter the access code **179 512 7586** to join the meeting.

The link to the meeting will also be posted on the District's web site: www.Palermocdd.org.

The Agenda is as Follows:

1. Call to Order & Roll Call.
2. Consideration of Minutes:
 - I. November 20, 2020 – Regular Meeting
3. Consideration of **Resolution 2021-3**, a Resolution of the Board of Supervisors of the Palermo Community Development District expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and enforcing Non-Ad Valorem Assessments which may be Levied by the Palermo Community Development District in accordance with Section 197.3632, Florida Statutes.
4. Consideration of an Amended Agreement with JPWard and Associates, LLC for Management, financial and accounting services.
5. Consideration of **Resolution 2021-4** a Resolution setting forth the Policy of the Palermo Community Development District Board of Supervisors with regard to the support and legal defense of the Board of Supervisors and District Officers and providing for an effective date.
6. Consideration of **Resolution 2021-5** a Resolution of the Board of Supervisors of Palermo Community Development District adopting an electronic records policy and a policy on the use of electronic signatures.
7. Consideration of **Resolution 2021-6** a Resolution of the Board of Supervisors of the Palermo Community Development District, designating a Qualified Public Depository pursuant to the provision of Chapter 280, Florida Statutes, as amended; authorizing signatories of the account(s); authorizing the number of signatories on bank documents; authorization of sun trust bank deposit account resolution.
8. Consideration of **Resolution 2021-7** a Resolution of the Board of Supervisors of the Palermo Community Development District granting the authority to Execute Real and Personal Property conveyance and dedication documents, and Plats and other documents related to the development of the District's improvements; approving the scope and terms of such authorization.
9. Consideration of **Resolution 2021-8**, a Resolution of the Board of Supervisors of Palermo Community Development District approving a proposed partial Fiscal Year 2021 Budget and Fiscal Year 2022 Budget and setting the Public Hearing to be held on **May 21, 2021 at 8:30 A.M.** at the offices of **Lennar Homes LLC, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.**
10. Consideration of ranking of engineering proposal to serve as District Engineer and agreement with the Number 1 ranked firm.
 - I. Ranking of engineering proposal
 - a) Banks Engineering, Inc.
 - II. Master Engineering Services Agreement

11. Staff Reports

- a) District Attorney
- b) District Engineer
- c) District Manager

12. Supervisor's Requests and Audience Comments

13. Adjournment

The Second Order of Business is the Consideration of the minutes from the November 20, 2020 Regular meeting.

The Third Order of Business is the Consideration of **Resolution 2021-3**, a Resolution of the Board of Supervisors of the Palermo Community Development District expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and enforcing Non-Ad Valorem Assessments which may be Levied by the Palermo Community Development District in accordance with Section 197.3632, Florida Statutes.

The Fourth Order of Business is the Consideration of an Amended Agreement with JPWard and Associates, LLC for Management, financial and accounting services. The original agreement between the Palermo Community Development District and my firm provided all services while the District did not have any activities at no fee, and with the District now moving forward with providing services to the community, this agreement reflects that change.

The Fifth Order of Business is the Consideration of **Resolution 2021-4** a Resolution setting forth the Policy of the Palermo Community Development District Board of Supervisors with regard to the support and legal defense of the Board of Supervisors and District Officers and providing for an effective date.

The Sixth Order of Business is the Consideration of **Resolution 2021-5** a Resolution of the Board of Supervisors of Palermo Community Development District adopting an electronic records policy and a policy on the use of electronic signatures.

The Seventh Order of Business is the Consideration of **Resolution 2021-6** a Resolution of the Board of Supervisors of the Palermo Community Development District, designating a Qualified Public Depository pursuant to the provision of Chapter 280, Florida Statutes, as amended; authorizing signatories of the account(s); authorizing the number of signatories on bank documents; authorization of sun trust bank deposit account resolution.

The Eighth Order of Business is the Consideration of Resolution 2021-7 a Resolution of the Board of Supervisors of the Palermo Community Development District granting the authority to Execute Real and

Personal Property conveyance and dedication documents, and Plats and other documents related to the development of the District's improvements; approving the scope and terms of such authorization.

The Ninth Order of Business is the Consideration of **Resolution 2021-8**, which approves a proposed partial Fiscal Year 2021 Budget and Fiscal Year 2022 Budget and setting a Public Hearing date, time, and location.

The District's enabling legislation requires the District Manager to submit a Proposed Budget to the Board by June 15th of each year for your review and approval. The approval of the budget is only intended to permit the District to move through the process towards adopting the budget at a Public Hearing scheduled for the **Friday, May 21, 2021**, at the offices of **Lennar Homes, LLC, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966**.

The approval of the Budget does not bind the Board to any of the costs contained in the budget, any of the programs contained in the Budget and most importantly it does not bind the Board to the Assessment Rates for the general fund contemplated as a result of the preparation of the Budget.

The public hearing is scheduled for Friday, May 21, 2021, 8:30 A.M. at the offices of **Lennar Homes, LLC, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966**.

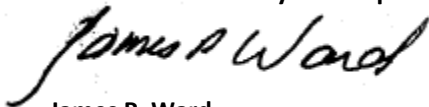
The Tenth Order of Business is the consideration of Business is the ranking of the engineering proposal that was received in response to the District's request for qualifications. There was one proposal received, from the firm Banks Engineering, Inc. The required procedure requires the Board to rank the proposals, (non-price-based proposals) based on each firm's qualifications, and I have enclosed an engineering ranking form for your use. The ranking form itself is NOT required, and you may use any procedure that you would like. Once ranked, then staff must negotiate a contract with the number one ranked firm and that proposed agreement will then be brought to the Board.

In order to shorten the process somewhat, I have enclosed a form of engineering agreement that we will ask the Board to approve, subject only to non-substantive changes that may be needed once we review the agreement with the number one (1) ranked firm.

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

Sincerely yours,

Palermo Community Development District



James P. Ward
District Manager

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**MINUTES OF MEETING
PALERMO
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Palermo Community Development District was held on Friday, November 20, 2020 at 8:30 a.m., at the offices of Lennar Homes, LLC, 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966.

Present:

Russell Smith	Chairperson
Scott Edwards	Assistant Secretary
Dalton Drake	Assistant Secretary

Absent:

Steve Gabor	Vice Chairperson
David Negip	Assistant Secretary

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Attorney

Audience:

All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS
WERE TRANSCRIBED IN *ITALICS*.**

FIRST ORDER OF BUSINESS

Call to Order

District Manager James P. Ward called the meeting to order at approximately 8:30 a.m. He conducted roll call; all Members of the Board were present, with the exception of Mr. Gabor and Mr. Negip, constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

September 18, 2020 Regular Meeting Minutes

Mr. Ward asked if there were any additions, corrections, or deletions to the Regular Meeting Minutes; hearing none, he called for a motion.

On MOTION made by Mr. Russell Smith, seconded by Mr. Scott Edwards, and with all in favor, the September 18, 2020 Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS

Consideration of Proposal

Consideration of proposal from Greenberg Traurig, P.A. to serve as Bond Counsel in connection with the issuance by the Palermo Community Development District of the planned Special Assessment Bonds, Series 2021 to finance the District's public improvement plan

Mr. Ward noted Mr. Sanford of Greenberg Traurig, P.A. was well-qualified. He recommended approval of Greenberg Traurig, P.A. to serve as Bond Counsel. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Russell Smith, seconded by Mr. Dalton Drake, and with all in favor, Greenberg Traurig, P.A. was engaged to serve as Bond Counsel.

FOURTH ORDER OF BUSINESS

Consideration of Proposal

Consideration of proposal for District Counsel and General Legal Representation from the Law Firm of Coleman, Yovanovich, & Koester

Mr. Ward indicated Mr. Urbancic of Coleman, Yovanovich and Koester was present via video. He noted Coleman, Yovanovich and Koester was a well-qualified firm which handled Community Development Districts along with other legal matters. He called for a motion to approve the Agreement with Coleman, Yovanovich and Koester.

On MOTION made by Mr. Russell Smith, seconded by Mr. Dalton Drake, and with all in favor, the Agreement with Coleman, Yovanovich and Koester was approved.

FIFTH ORDER OF BUSINESS

Consideration of Proposal

Consideration of proposed BEI Engineering Group (Banks Engineering) Agreement for Interim Engineering Services for the Palermo Community Development District

Mr. Ward indicated Banks Engineering changed its name to BEI Engineering.

Mr. Ward: We will hire BEI Engineering as interim engineer until we go through the process identified in Chapter 287 to hire a permanent engineer for this District. I enclosed in your package a form of interim services agreement which I have used many times in the past to handle this. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Russell Smith, seconded by Mr. Scott Edwards, and with all in favor, the Agreement with BEI Engineering Group was approved.

SIXTH ORDER OF BUSINESS**Consideration of Agreement****Consideration of Agreement for FMS Bonds to provide Underwriter Services and Rule G-17 Disclosure in connection with the Districts intended Special Assessments Bonds Issuance**

Mr. Ward: The purpose of a bond underwriter is to handle the marketing of bonds the District will issue in the future. Obviously, FMS Bonds is a well-recognized firm in the industry for not only municipal bonds, but also for Community Development District bonds. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Russell Smith, seconded by Mr. Dalton Drake, and with all in favor, the Agreement with FMS Bonds was approved.

SEVENTH ORDER OF BUSINESS**Authorization to advertise****Authorization to advertise for Proposals for Engineering services for the District**

Mr. Ward: I alluded to the authorization to advertise for request for proposals for engineering services when we talked about the interim engineer. Chapter 287 is the Statute that controls this. We are required to advertise in the newspaper, local circulation, here in Lee County which we will do to retain the services of a permanent engineer. You will then rank them at a future meeting and then we will come back after that with a proposed form of agreement between the engineer you have selected as the number one engineer pursuant to the submittals. If you receive only one, I will just put the agreement on the agenda at that time also. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Russell Smith, seconded by Mr. Dalton Drake, and with all in favor, authorization to advertise for Proposals for Engineering services for the District was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2021-1****Consideration of Resolution 2021-1, a Resolution of the Board of Supervisors of the Palermo Community Development District Authorizing the Joinder to the Plat of Crane Landing and acceptance of responsibility for dedications to the District for ownership, Operation and Maintenance of District infrastructure within the boundaries of the Plat of Crane Landing**

Mr. Ward asked Mr. Urbancic to review this Resolution.

Mr. Greg Urbancic: What you have is a resolution, where basically how the county does this when there are dedications to the District, they require some backup. You can either do a resolution that is notarized and recorded in the public records, or you can have the CDD join the plat. In this particular case the way the Crane Landing plat was prepared, it has the CDD joining, so essentially what this resolution does is authorizes the Chair to execute the plat on behalf of the District and has a general acknowledgement that the District is accepting those dedications that are set forth on the plat, but that its responsibility for maintenance doesn't necessarily commence until improvements are either acquired or constructed within those dedicated areas. Consistent generally with what we've seen in Lee County in the past.

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Russell Smith, seconded by Mr. Dalton Drake, and with all in favor, Resolution 2021-1 was adopted, and the Chair was authorized to sign.

NINTH ORDER OF BUSINESS

Consideration of Agreement

Consideration of an Agreement regarding the Acquisition of Certain Work Product, Infrastructure and Real Property between Palermo Community Development District, and Lennar Homes Corporation

Mr. Ward asked Mr. Urbancic to review this item.

Mr. Urbancic: This is a customary acquisition agreement with one little bit of a twist. That twist is we don't necessarily have an engineer's report yet, so we are out a little bit in front of it, but I did discuss this with bond counsel Steve Sanford who you just engaged and we sort of kind of came up with a conceptual idea where we can accept these improvements prior to actually having the formal engineer's report, but this agreement itself contemplates that we would go through the engineer's report process and there would likely be an amendment and a restatement of this agreement at some point, that point likely being the time when we are going to be issuing bonds. Otherwise, it has the same material in it. It contemplates that we could acquire improvements prior to the issuance of bonds and those are sort of advanced acquisitions by the District. The only caveat there is Mr. Sanford wanted some language in there that basically talked about that the valuation of those improvements might have to change at the time we go ahead and issue bonds. That will be some guidance that he gives at that time but depending on our time frame that will likely not affect things. It does contemplate that we could acquire work product, infrastructure such as utility type infrastructure, and also potential real property if that is ultimately included in the engineer's report. Otherwise, it just has the same type of general terms that we see in our customary acquisition agreements. If anybody has any questions, I'm happy to answer.

On MOTION made by Mr. Russell Smith, seconded by Mr. Dalton Drake, and with all in favor, the Agreement regarding the Acquisition of Certain Work Product, Infrastructure and Real Property between Palermo Community Development District, and Lennar Homes Corporation was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2021-2

Consideration of Resolution 2021-2, a Resolution Of The Board Of Supervisors Of The Palermo Community Development District Expressing Its Intent To Utilize The Uniform Method Of Levying, Collecting, And Enforcing Non- Ad Valorem Assessments Which May Be Levied By The Palermo Community Development District In Accordance With Section 197.3632, Florida Statutes

Mr. Ward: What this does is, at some point in the future when the District is able or has financed all of its improvements and has issued bonds, it sets up the procedure that allows us to utilize the services of the Property Appraiser and Tax Collector here in Lee County to place those assessments on the tax rolls in the future. The Statute requires the Board to adopt this Resolution. We will have a public hearing on that, and then once we complete that public hearing, that will set up a procedure to notify the State, the Property Appraiser and Tax Collector. They will then send us an agreement which will be placed on your Agenda at a future date. Which will be sometime in November of 2021. It can be after that time to place any assessments we have on the tax rolls. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Russell Smith, seconded by Mr. Dalton Drake, and with all in favor, Resolution 2021-2 was adopted, and the Chair was authorized to sign.

ELEVENTH ORDER OF BUSINESS

Staff Reports

a) District Attorney

No report.

b) District Engineer

No report.

c) District Manager

No report.

TWELFTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Ward asked if there were any Supervisor's requests; there were none.

Mr. Ward asked if there were any audience comments; there were none.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at approximately 8:45 a.m.

On MOTION made by Mr. Dalton Drake, seconded by Mr. Scott Edwards, and with all in favor, the Meeting was adjourned.

Palermo Community Development District

James P. Ward, Secretary

Russell Smith, Chairperson

Draft

RESOLUTION 2021-3

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE PALERMO COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palermo Community Development District (“**District**”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, *Florida Statutes*, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Lee County for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of Lee County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of

RESOLUTION 2021-3

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE PALERMO COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 19TH day of March, 2021.

ATTEST:

**PALERMO COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Russell Smith, Chairperson

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

(CRANE LANDING)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.00°12'52"E. FOR 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELLOW DRIVE (100.00 FEET WIDE PER COUNTY RIGHT-OF-WAY MAP FOR COUNTY PROJECT #4013) AND THE **POINT OF BEGINNING**; THENCE N.89°59'56"E. (100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23) FOR 2671.79 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N.89°55'22"E. ALONG SAID PARALLEL FOR 185.94 FEET; THENCE S.11°11'14"E. FOR 5333.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE N.88°39'48"W. ALONG SAID SOUTH LINE FOR 1226.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE S.89°50'59"W. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 634.36 FEET; THENCE N.00°02'44"E. FOR 567.97 FEET; THENCE S.89°50'59"W. FOR 505.06 FEET; THENCE S.00°02'44"W. FOR 567.97 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE; THENCE S.89°50'59"W. ALONG SAID SOUTH LINE FOR 1519.93 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N.00°02'44"E. ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 2649.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°57'01" FOR 122.02 FEET; THENCE N.05°59'45"E. FOR 435.43 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'37" FOR 111.09 FEET; THENCE N.00°12'52"W. FOR 882.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 222.33 FEET; THENCE N.12°38'34"W. FOR 387.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 254.86 FEET; THENCE N.00°12'52"W. FOR 110.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°44'43" FOR 78.32 FEET; THENCE S.89°57'35"E. FOR 124.78 FEET TO THE **POINT OF BEGINNING**.

ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N.89°59'56"E.

PARCEL CONTAINS 394.82 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED: 08-02-05

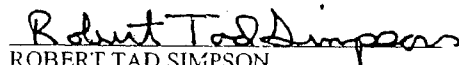

ROBERT TAD SIMPSON
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559

EXHIBIT A
Page 1 of 2

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SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 22 AND 23,
TOWNSHIP 43 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(CRANE LANDING)

Banks Engineer, Inc.

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS
13 FLORIDA BUSINESS CERTIFICATION NUMBER LB 6690
10511 SIX MILE CYPRESS PARKWAY - SUITE 101
FORT MYERS, FLORIDA 33912
(239) 939-5480



1" = 800'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°12'52" E	100.00'
L2	N 89°55'22" E	185.94'
L3	N 05°59'45" E	435.43'
L4	N 12°38'34" W	387.74'
L5	N 00°12'52" W	110.54'
L6	S 89°57'15" E	124.78'

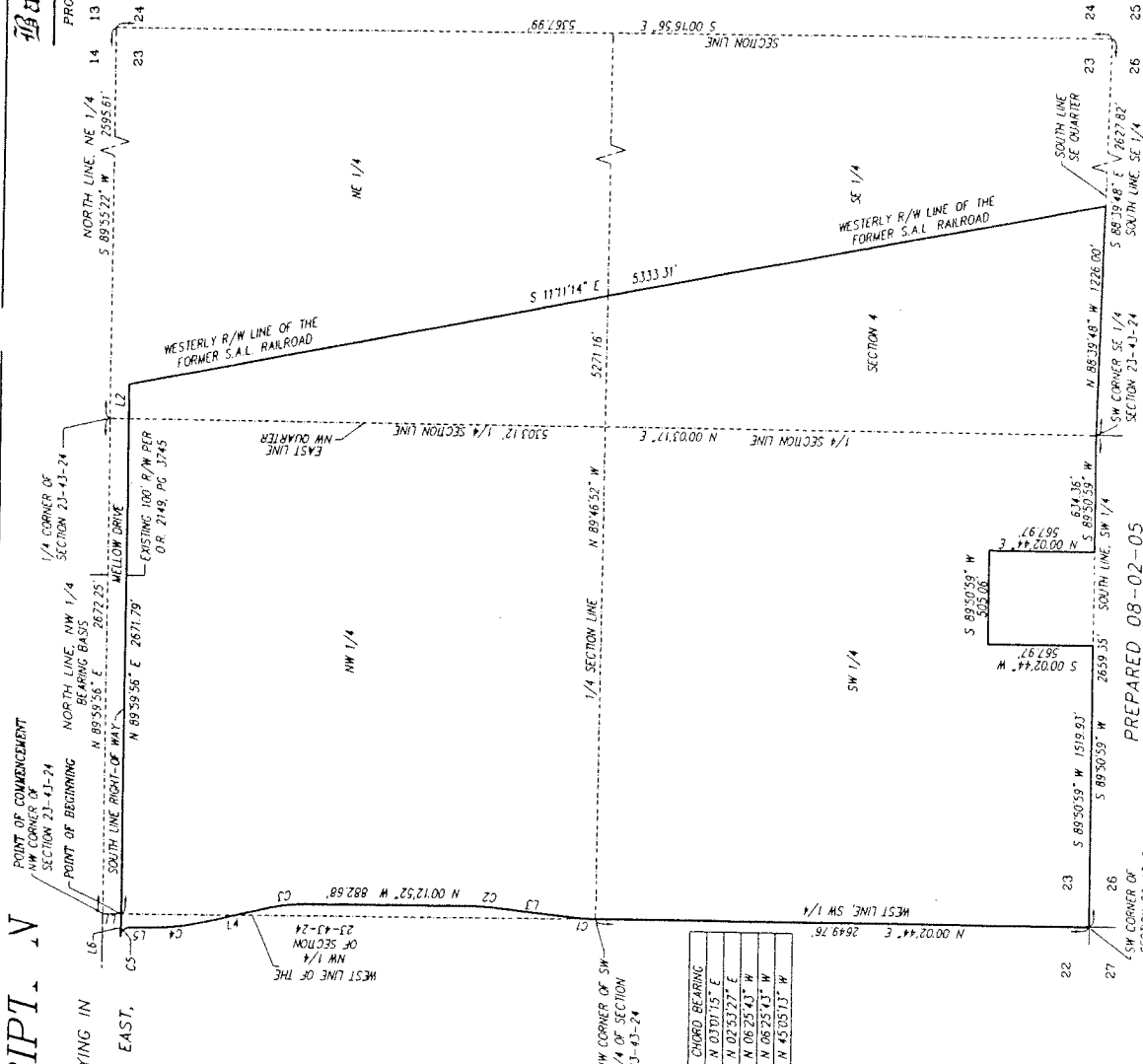
EXHIBIT A
Page 2 of 2

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1174.94'	05°57'01"	122.02'	121.96'	N 03°01'15" E
C2	1024.94'	08°32'37"	111.09'	111.04'	N 02°53'27" E
C3	1024.94'	12°25'42"	222.33'	221.89'	N 06°25'43" W
C4	1174.94'	12°25'42"	254.86'	254.36'	N 06°25'43" W
C5	50.00'	89°44'43"	78.32'	70.55'	N 45°05'13" W

NOTES:

- 1) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2) ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N 89°59'56" E.



LEGEND:

- PG. INDICATES PAGE
- O.R. INDICATES OFFICIAL RECORD BOOK
- Q. INDICATES CENTER LINE
- P.I. INDICATES POINT OF INTERSECTION
- L1 INDICATES LINE 1 OF LINE TABLE
- C1 INDICATES CURVE 1 OF CURVE TABLE

SEE SHEET 1 FOR COMPLETE
METES AND BOUNDS DESCRIPTION.
THIS SKETCH OF DESCRIPTION
IS NOT A BOUNDARY SURVEY

Robert T. Simpson
ROBERT TAD SIMPSON
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559
- THIS SKETCH OF DESCRIPTION IS NOT VALID
WITHOUT THE SIGNATURE AND THE ORIGINAL
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED 08-02-05

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***AGREEMENT FOR SERVICES Between
Palermo Community Development District
and JPWARD and Associates, LLC***

THIS AGREEMENT, made and entered into on this 19th day of March, 2021, by and between the Palermo Community Development District, hereinafter referred to as "DISTRICT", and the firm of ***JPWARD and Associates, LLC***, hereinafter referred to as "MANAGER", whose address is 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308

WITNESSETH:

WHEREAS, the DISTRICT entered into an agreement with JPWARD and Associates, LLC on May 19, 2010 to provide management, financial and accounting services for the DISTRICT.

WHEREAS, the DISTRICT and MANAGER desire to replace the May 19, 2010 Agreement with this agreement for services,

WHEREAS, the DISTRICT desires to continue to employ the services of the MANAGER for the purpose of providing management, financial and accounting services for the Palermo Community Development District, as required to meet the needs of the District during the contract period; and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The DISTRICT hereby engages the MANAGER for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in Exhibit A, which amount shall be payable in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the budget adopted by the Board. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, the DISTRICT agrees to compensate MANAGER for reimbursable expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on the date of this agreement. The Agreement may be terminated as follows:

***AGREEMENT FOR SERVICES Between
Palermo Community Development District
and JPWARD and Associates, LLC***

- a) upon notice by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph "C" of this section applies.
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee.
4. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
5. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.
7. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.

***AGREEMENT FOR SERVICES Between
Palermo Community Development District
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8. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
9. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
10. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.
11. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Lee County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.
12. All notices required in this Agreement shall be sent by U.S. Mail, Overnight Service, such as Federal Express or such other service as may be available for overnight delivery or by electronic mail (e-mail), and if sent to the DISTRICT shall be sent to:

Palermo
Attention: Mr. Russell Smith
Chairman, Board of Supervisor's
10481 Six Mile Cypress Highway
Ft. Myers, Florida 33966

With a copy to:
District Counsel
Attention: Mr. Greg Urbancic
Coleman, Yovanovich & Koester

***AGREEMENT FOR SERVICES Between
Palermo Community Development District
and JPWARD and Associates, LLC***

300 Tamiami Trail North, Suite 300
Naples, Florida 34103

And if sent to the MANAGER:

JPWard and Associates LLC

Attention: Mr. James P. Ward

2301 Northeast 37th Street

Fort Lauderdale, Florida 33334

Either party may change the address for notice purposes pursuant to this Agreement by sending notice to the address noted herein or such other address if the parties address has been changed subsequent to the date of this Agreement.

13. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
14. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the DISTRICT in its adopted Fiscal Year Budget.

IN WITNESS WHEREOF, the Board of Supervisors of the Palermo Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Signed and Sealed
In the presence of:

**BOARD OF SUPERVISORS
PALERMO COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

Mr. Russell Smith, Chairman

***AGREEMENT FOR SERVICES Between
Palermo Community Development District
and JPWARD and Associates, LLC***

JPWARD and Associates, LLC

Witness

Print Name: _____

James P. Ward, Chief Operating Officer

***AGREEMENT FOR SERVICES Between
Palermo Community Development District
and JPWARD and Associates, LLC***

Exhibit A

Management and Administrative Services

JPWARD and Associates, LLC will perform all required Management and Administrative functions of the District, which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors and provide the Board with meaningful dialogue of the issues before the Board for action.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- Develop and train members of the Board of Supervisor's in the requirements of Florida Law's, including, but not limited to, public officers and employees, and the conduct of District business.
- Implementation of Budget directives.
- Coordination for the following services:
 - Insurance, General Liability along with Director's and Officer's Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide required annual disclosure information:
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
- Assist in the Preparation of the Audited Financial Statements
- Provide Oath of Office and notary public for all newly elected members of the Board of Supervisors.

AGREEMENT FOR SERVICES Between Palermo Community Development District and JPWARD and Associates, LLC

Administrative Services

JPWARD and Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Preparation of all Board Agendas and coordination of receipt of sufficient material for Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the County in which the District is located.
- Record and transcribe all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***JPWARD and Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida Law.
- Maintain all other District Public Records, including Agreements, Contracts, Resolutions in accordance with Florida Law for the District.
- Our firm utilizes a completely computerized system for Record Storage, Maintenance and Retrieval, and your records are available electronically once they have been scanned into our systems.
- Maintain District Seal.
- Satisfy Public Records Requests in a timely, professional and efficient manner.

AGREEMENT FOR SERVICES Between Palermo Community Development District and JPWARD and Associates, LLC

Financial Accounting Services

JPWARD and Associates, LLC will perform all required financial accounting functions of the District, which will include but not be limited to the following:

- Prepare a Proposed Budget that achieves maximum cost-to-benefit equity for approval.
- Submit a Proposed Budget to Board of Supervisors in accordance with Chapter 190, Florida Statutes.
- Modify Proposed Budget for consideration by the Board of Supervisors at the District's advertised Public Hearing.
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes.
- Establish Budget Public Hearing(s) and dates.
- Establish Board of Supervisors workshop dates (if required).
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent.
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing.
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board of Supervisors.
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings.
- Attend all workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public.
- If necessary, prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for

***AGREEMENT FOR SERVICES Between
Palermo Community Development District
and JPWARD and Associates, LLC***

Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).

- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes.
- Preparation of Annual Financial Report
- Preparation of Public Depositor's Report
- Administer purchase order system, periodic payment of invoices.
- Coordination of tax collection and miscellaneous receivables.
- Preparation of all required schedules for year end audit:
 - Prepare schedule of Bank Reconciliations
 - Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
 - Prepare analysis of Accounts Receivable
 - Prepare schedule of Interfund Accounts
 - Prepare schedule of Payables from the Governments
 - Prepare schedule of all Prepaid Expenses
 - Prepare debt Confirmation Schedules
 - Prepare schedule of Accounts Payable
 - Prepare schedule of Assessment Revenue compared to Budget
 - Prepare schedule of Investments and Accrued Interest
 - Prepare analysis of All Other Revenue
 - Prepare schedule of Operating Transfers
 - Prepare schedule of Cash Receipts and Cash Disbursements
 - Prepare analysis of Cost of Development and Construction in Progress
 - Prepare analysis of Reserves for Encumbrances
 - Prepare Amortization and Depreciation Schedules
 - Prepare General Fixed Asset and General Long-Term Debt Account Groups
 - General Fixed Asset Accounting

AGREEMENT FOR SERVICES Between Palermo Community Development District and JPWARD and Associates, LLC

- Assets constructed by or donated to the District for maintenance
- Inventories of District property in accordance with the Rules of the Auditor General

Special Assessment Services – On-going Yearly Maintenance of the District’s Assessment Roll and Lien Book.

- Prepare Assessment Resolution levying the Assessments on the property in the District and preparation of Assessment Roll.
- Prepare and maintain a property database by using information obtained by local Property Appraisers secured roll.
- Review and compare information received from the Property Appraiser to prior years’ rolls, to insure that the District rolls are in compliance with the law and that ***JPWard and Associates, LLC*** has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide pay off information upon request to property owner.
- Upon adoption of the Budget and assessments, coordinate with the Office of the Property Appraiser and Tax Collector to insure correct application of assessments and receipt of District funds.
- Act as primary contact to answer property owners' questions regarding the capital assessment.

Assessment Methodology Services

JPWard and Associates, LLC will prepare the Special Assessment Methodology necessary to assist the District in formulating it’s financial goals and strategies for the issuance of any proposed Debt Financings.

***AGREEMENT FOR SERVICES Between
Palermo Community Development District
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- Research, identify and evaluate outstanding funding issues that need to be addressed during the development of the capital improvement plan for the infrastructure for the project.
- Develop a fair and reasonable method of apportionment and accurate classification of parcels using the current ad valorem roll and development plan from the developer.
- Review the assessment methodology for legal sufficiency and compatibility with the uniform method of collection via the tax toll.
- Create a preliminary assessment roll database using the most current tax roll and apply the apportionment methodology to the database to test the validity and legal sufficiency.
- Calculate a proforma schedule of assessment rates, including par debt allocated to all properties, and estimated annual cost.
- Calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.

Dissemination Agent Services (NOT INCLUDED IN PROPOSAL)

JPWard and Associates will provide the required services to comply with the Securities and Exchange Commission Rule 15c2-12 as set forth in the Dissemination Agreement and the Continuing Disclosure Agreement that were entered into for the District's Series 1999 and Series 2007 Bonds.

- Develop information collection systems to be used to comply with the requirements of the Continuing Disclosure Agreement.
- Collect all information required for the Annual Report required by the Continuing Disclosure Agreement and electronically provide to the National Repository Site.
- Work with the Trustee and report any significant events required pursuant to the Continuing Disclosure Agreement.

***AGREEMENT FOR SERVICES Between
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Exhibit A – Fee Schedule

District Management and Administrative Services

Management

\$40,000 Yearly

- Twelve (12) Meetings are included
- Additional meetings
 - i. \$175.00 per hour plus travel time.
 - ii. Travel is billed at actual cost for Air travel and at the approved IRS rate for automobile.
- Scanning of Documents before the Contract Period. **(NOT APPLICABLE)**
 - i. We have noted that some companies have maintained the District's records in paper format and stored at various locations. We would recommend that we remove those records from storage and scan them into our computerized system for easy retrieval. Many of these documents are permanent records of the District and required to be maintained in perpetuity. Records that have met their records retention requirements of Florida Law can be disposed of accordingly. Paper records received from the prior management firm will be professionally scanned, and our fee is \$45.00 per hour.
- Fax Services
 - i. With the use of our electronic systems we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties. For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.
- Cassette Tape Conversion
 - i. We utilize a digital recorder for all Board Meetings, which are available on our Systems. We have noted that some Companies utilize cassette tapes, and these recordings are required to be maintained in perpetuity by the District. The technologies available today lend itself to the conversion of these tapes to a digital format which will protect the District and preserve the public record. As such, we will coordinate with a firm that will convert those tapes to a digital format and bill the District

AGREEMENT FOR SERVICES Between Palermo Community Development District and JPWARD and Associates, LLC

only the actual cost of conversion, without any fee or markup. Once these tapes have been converted to a digital format, we will maintain these digital records on our Systems for the District.

Financial Accounting

General Fund, Debt Service and Capital Projects Funds	\$8,000/fund
Debt Service and Capital Projects Funds are considered one fund if within one Bond Issue.	

■ Computer Services	Included
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Dissemination Agent Services

For each Bond Issue (Billed monthly beginning at Issuance)	\$5,000.00
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Special Assessment Services

■ On-going Yearly maintenance of District's Assessment Roll and Lien Book for each Fund	\$8,000
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i. Estoppel Letters for Assessment Liens	\$150
■ Billed to the Requesting Party	

■ Preparation of Special Assessment Methodology	\$25,000
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Issuance and Re-Financing of Bonds

■ Management Services for Issuance of Bonds	\$25,000
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Expense Reimbursement Policy

The following is **JPWard and Associates, LLC** standard expense reimbursement policy for Community Development District representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client.

All expenses are billed monthly.

Telephone: All telephone charges are billed at an amount approximating actual cost.

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Photocopying and Printing: In-house photocopying and printing is charged at \$.25 per page (black and white) and \$.50 per page (color). Outside copying, printing and binding will be billed as a pass-through of the direct vendor's charges.

Facsimile Services: With the use of our electronic systems we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties. For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.

Postage: Postage is billed at actual cost.

Overnight Deliver: Overnight delivery is billed at actual cost.

Travel: Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost not to exceed the charges permitted pursuant to Section 112.061 Florida Statutes, as amended.

RESOLUTION 2021-4

A RESOLUTION SETTING FORTH THE POLICY OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("**Board**") and the officers and staff of the Palermo Community Development District ("**District**") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, "**Indemnitees**") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- a) All members of the Board of Supervisors; and
- b) Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

Section 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of any of the Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative, or criminal actions as

RESOLUTION 2021-4

A RESOLUTION SETTING FORTH THE POLICY OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

Section 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

Section 4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

Section 5. In the event that the District has expended funds to provide an attorney to defend a Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

Section 6. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

Section 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board participating and voting:

RESOLUTION 2021-4

A RESOLUTION SETTING FORTH THE POLICY OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

- a) To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board participating and voting: The actions of the Indemnatee were outside the scope of his or her duties and authority; or
- b) The acts or omissions of the Indemnatee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or
- c) The Indemnatee received financial profit or advantage to which he or she was not legally entitled.
- d) To ensure the provision of legal representation pursuant to this Resolution, the following must be met:
- e) A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager or District Counsel within thirty (30) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnatee; and
- f) The Indemnatee must cooperate continuously and fully with the District in the defense of the action.

Section 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be present.

- a) A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager or District Counsel within thirty (30) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnatee; and
- b) The Indemnatee must cooperate continuously and fully with the District in the defense of the action.

RESOLUTION 2021-4

A RESOLUTION SETTING FORTH THE POLICY OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

Section 9. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- a) Consulting or other outside professional or business activities for which the Indemnatee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- b) Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- c) Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- d) Claims brought against the Indemnatee by the District's Board; and
- e) Any indemnification or defense prohibited by law.

Section 10. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnatee may either:

- a) Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- b) Retain legal counsel chosen by the Indemnatee, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for reasonable legal fees or disbursements; and
 - ii. Pay all or part of the legal fees, costs, and other disbursements and to set a maximum for reasonable legal fees, costs, and other disbursements; and
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorney's fees awarded to the Indemnatee.

RESOLUTION 2021-4

A RESOLUTION SETTING FORTH THE POLICY OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

Section 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

Section 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Board member and/or officer.

Section 13. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

Section 14. SEVERABILITY AND INVALID PROVISIONS: If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

Section 15. CONFLICT: That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict; and

Section 16. PROVIDING FOR AN EFFECTIVE DATE: This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 19th day of March, 2021

ATTEST:

**PALERMO COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Russell Smith, Chairman

RESOLUTION 2021-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Palermo Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the District has appointed the Secretary of the District as the District’s records custodian; and

WHEREAS, the District maintains an active and continuing program for the economical and efficient management of records and provides for the appointment of a records management liaison officer as required by Section 257.36(5), *Florida Statutes*; and

WHEREAS, the Secretary of the District is the records management liaison officer; and

WHEREAS, Rule 1B-26.003, *Florida Administrative Code*, allows the District’s records custodian to designate an electronic copy of an original paper record as the record (master) copy and designate the original paper copy as a duplicate; and

WHEREAS, the District desires to authorize the District’s records custodian to adopt an electronic records policy as described more fully in **Exhibit A (“Electronic Records Policy”)**, as such policy may be amended from time to time, for creating electronic copies of original paper records, designating such electronic copies as the record (master) copy, designating such original paper copies as duplicates and destroying, or otherwise disposing of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost; and

WHEREAS, consistent with Rule 1B-26.003, *Florida Administrative Code*, the District has undertaken a cost- benefit analysis to determine that the adoption of the Electronic Records Policy would be cost-effective by, among other things, obviating the need to store paper records; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) finds that it is in the best interests of the District, and most cost-effective, to adopt by resolution the Electronic Records Policy for immediate use and application; and

WHEREAS, in connection with the adoption of the Electronic Records Policy, the District finds that is important to simultaneously adopt a policy regarding the District’s use of electronic signatures in connection with the conduct of the District’s business.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT:

RESOLUTION 2021-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

1. RECITALS. The foregoing recitals are true and correct and incorporated herein as findings of the District's Board of Supervisors.

2. ADOPTION OF ELECTRONIC RECORDS POLICY. The District hereby authorizes the District's records custodian to implement the Electronic Records Policy substantially in the form of **Exhibit A** attached hereto and by reference incorporated herein.

3. ADOPTION OF ELECTRONIC SIGNATURES POLICY. The District hereby authorizes the use of electronic signatures in connection with the conduct of the District's business and the execution of writings by the District consistent with, and to the extent permitted under, Chapter 668, Florida Statutes, as may be amended from time to time (the "**Electronic Signatures Act**"). All use of electronic signatures shall be in compliance with the Electronic Signatures Act. Pursuant to Section 668.004 of the Electronic Signatures Act, unless otherwise provided by law, an electronic signature may be used by the District to sign a writing and shall have the same force and effect as a written signature. The District Manager is authorized to implement control processes and procedures pursuant to the Electronic Signatures Act including, without limitation, Section 668.006, relating to the District's use of electronic signatures to ensure adequate integrity, security, and auditability.

4. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

5. CONFLICTS. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

6. EFFECTIVE DATE. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19TH day of March, 2021

ATTEST:

**PALERMO COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

Russell Smith, Chairman

Exhibit A: Electronic Records Policy

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EXHIBIT A

ELECTRONIC RECORDS POLICY FOR THE PALERMO COMMUNITY DEVELOPMENT DISTRICT

1. PURPOSE OF ELECTRONIC RECORDS POLICY. The purpose of this Electronic Records Policy (“**Policy**”) is to create a more efficient and cost effective means for retaining and managing District records by authorizing the District to designate electronic copies of original paper records as record, “master” copies, and to dispose of the duplicate original paper records.

2. DESIGNATION OF ELECTRONIC COPIES AS MASTER COPIES. It is the policy of the District to retain and manage records in accordance with, and pursuant to, Rule 1B-26.003, *Florida Administrative Code*, and, more specifically, to: (i) create electronic copies of original paper records, (ii) designate all such electronic copies as the record (master) copies; and (iii) destroy, or otherwise dispose of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost. The District records custodian in his or her sole discretion may select which original paper records, if any, shall be subject to the implementation of this Policy.

All District Supervisors, officers, managers, staff, employees, and other personnel and contractors (where applicable) shall manage, protect, and maintain all records in accordance with the applicable retention schedule approved by the Division of Library and Information Services, the District’s applicable records retention rules and policies, Rule 1B-26.003, *Florida Administrative Code*, a copy of which is attached hereto, and this Policy.

3. DISTRICT DUTIES AND RESPONSIBILITIES. The District and the District’s record custodian shall develop and implement this Policy, all in compliance with Rule 1B-26.003(6), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, the District shall ensure that all records are included within records retention schedules, integrate the management of electronic records with other records and information resources management programs, incorporate electronic records management objectives, responsibilities, and authorities in pertinent District directives, establish procedures for addressing records management requirements, provide training as appropriate, etc.

4. PUBLIC RECORDS. The District shall ensure that the electronic recordkeeping systems meet all requirements for public access to records in accordance with Chapter 119, *Florida Statutes*. Toward that end, the District shall provide copies of electronic records to any person making a public records request, shall ensure that all District contracts do not impair the right of the public to access District records, shall maintain the confidentiality of records exempt from disclosure, and otherwise shall satisfy the requirements of Chapter 119, *Florida Statutes*, and Rule 1B-26.003(6)(g), *Florida Administrative Code*, the terms of which are incorporated herein.

5. DOCUMENTATION STANDARDS. The District shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system in compliance with Rule 1B-26.003(7), *Florida Administrative Code*, the terms of which are incorporated

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herein. Among other things, and without intending to limit the requirements of Rule 1B-26.003(7), *Florida Administrative Code*, the documentation shall include a narrative description of the system, the physical and technical characteristics of the system, and any other technical information needed to read or process the records.

6. CREATION AND USE OF ELECTRONIC RECORDS. The District shall comply with Rule 1B-26.003(8), *Florida Administrative Code*, the terms of which are incorporated herein, with respect to the creation and use of electronic records. Among other things, the District shall provide a method for authorized users to retrieve desired records, shall provide an appropriate level of security in order to maintain the integrity of the records, shall identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media, and shall provide for the disposition of the records, including, when appropriate, transfer to the Florida State Archives. Before a record (master) copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system.

7. LEGAL AUTHENTICATION. Pursuant to Rule 1B-26.003(9), *Florida Administrative Code*, the terms of which are incorporated herein, the District shall implement the following procedures to enhance the legal admissibility of electronic records:

- a. Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.
- b. Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.
- c. Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

8. SELECTION OF ELECTRONIC RECORDS STORAGE MEDIA. The District shall select appropriate media and systems for the storage of electronic records throughout their life cycle pursuant to Rule 1B-26.003(10), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, such media and systems shall permit easy and accurate retrieval, shall retain the records in a usable format, and shall meet the standards, and be selected based on the factors, set forth in Rule 1B-26.003(10), *Florida Administrative Code*.

9. MAINTENANCE OF ELECTRONIC RECORDS. The District shall maintain electronic records in a manner consistent with the standards set forth in Rule 1B-26.003(11), *Florida Administrative Code*, the terms of which are incorporated herein.

10. RETENTION OF ELECTRONIC RECORDS. The District shall ensure that all electronic records are retained and accessible for as long as required by law and pursuant to Rule 1B-26.003(12), *Florida Administrative Code*, the terms of which are incorporated herein. Specifically, the District records

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custodian shall schedule the retention and disposition of all electronic documents, shall establish a process for recopying, reformatting and other necessary maintenance to ensure the retention and usability of electronic records throughout their authorized life cycle, and shall transfer a copy of the electronic records to the Florida State Archives at the time specified in the record retention schedule, if applicable.

11. DESTRUCTION OF ELECTRONIC RECORDS. The District shall destroy electronic records only in a manner consistent with the standards set forth in Rule 1B-26.003(13), *Florida Administrative Code*, the terms of which are incorporated herein. At a minimum, the District shall destroy electronic records in a manner such that any confidential or exempt information cannot practicably be read or reconstructed, and shall ensure that recording media previously used for electronic records containing confidential or exempt information are not reused if the previously recorded information can be comprised in any way by reuse.

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Rule 1B-26.003, Florida Administrative Code

1B-26.003 Electronic Recordkeeping.

(1) Purpose. These rules provide standards for record (master) copies of public records which reside in electronic recordkeeping systems. Recordkeeping requirements must be incorporated in the system design and implementation of new systems and enhancements to existing systems. Public records are those as defined by section 119.011(11), F.S.

(2) Authority. The authority for the establishment of this rule is sections 257.14 and 257.36(1) and (6), F.S.

(3) Scope.

(a)1. These rules are applicable to all agencies as defined by section 119.011(2), F.S.

2. These rules establish minimum requirements for the creation, utilization, maintenance, retention, preservation, storage and disposition of electronic record (master) copies, regardless of the media.

3. Electronic records include numeric, graphic, audio, video, and textual information which is recorded or transmitted in analog or digital form.

4. These rules apply to all electronic recordkeeping systems, including, but not limited to, microcomputers, minicomputers, main-frame computers, and image recording systems (regardless of storage media) in network or stand-alone configurations.

(b) Before existing records are committed to an electronic recordkeeping system, the agency shall conduct a cost benefit analysis to insure that the project or system contemplated is cost effective.

(4) Intent. Electronic recordkeeping systems in use at the effective date of this rule, that are not in compliance with the requirements of this rule, may be used until the systems are replaced or upgraded. New and upgraded electronic recordkeeping systems created after the effective date of this rule shall comply with the requirements contained herein. The Department is aware that it may not be possible to implement this rule in its entirety immediately upon its enactment, and it is not the intent by this rule to disrupt existing recordkeeping practices provided that agencies make no further disposition of public records without approval of the Division of Library and Information Services of the Department of State.

(5) Definitions. For the purpose of these rules:

(a) "ASCII" means the American Standard Code for Information Interchange, a 7-bit coded character set for information interchange which was formerly ANSI (American National Standards Institute) Standard X3.4 and has since been incorporated into the Unicode standard as the first 128 Unicode characters.

(b) "Database" means an organized collection of automated information.

(c) "Database management system" means a set of software programs that controls the organization, storage and retrieval of data (fields, records and files) in a database. It also controls the security and integrity of the database.

(d) "Digital signature" means a type of electronic signature (any letters, characters, or symbols executed with an intent to authenticate) that can be used to authenticate the identity of the sender of a message or the signer of a document and to ensure that the original content of the message or document that has been sent is unchanged. Digital signatures can be created through hashing algorithms.

(e) "Electronic record" means any information that is recorded in machine readable form.

(f) "Electronic recordkeeping system" means an automated information system for the organized collection, processing, transmission, and dissemination of information in accordance with defined procedures.

(g) "Hashing algorithm" (hash function, checksum) means a formula or procedure for checking that electronically transmitted messages or documents have not been altered by transforming a string of characters into a usually shorter fixed-length "hash value" or key that represents the original string. The receiver of the message can execute the same hashing algorithm as the sender and compare the resulting hash values; any difference in the hash values

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indicates an alteration of the message or document sent. Hashing algorithms can be used to create digital signatures.

(h) "System design" means the design of the nature and content of input, files, procedures, and output and their interrelationships.

(i) "Permanent or long-term records" means any public records as defined by section 119.011(11), F.S., which have an established retention period of more than 10 years.

(j) "Record (master) copy" means public records specifically designated by the custodian as the official record.

(k) "Geographic information system" means a computer system for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.

(l) "Open format" means a data format that is defined in complete detail, allows transformation of the data to other formats without loss of information, and is open and available to the public free of legal restrictions on use. An open format may be either standards-based or proprietary.

(m) "Unicode" means the universal character encoding standard maintained by the Unicode Consortium, providing the basis for processing, storage, and interchange of text data in any language in all modern software and information technology protocols.

(6) Agency duties and responsibilities. Each agency shall:

(a) Develop and implement a program for the management of electronic records.

(b) Ensure that all records are included within records retention schedules, either by being included within an applicable General Records Schedule, or by developing and obtaining approval for an individual agency-specific records retention schedule in accordance with Rule 1B-24.003, F.A.C., Records Retention Scheduling and Dispositioning.

(c) Integrate the management of electronic records with other records and information resources management programs of the agency.

(d) Incorporate electronic records management objectives, responsibilities, and authorities in pertinent agency directives, or rules, as applicable.

(e) Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition, before approving, recommending, adopting, or implementing new electronic recordkeeping systems or enhancements to existing systems.

(f) Provide training for users of electronic recordkeeping systems in the operation, care, and handling of the equipment, software, and media used in the system.

(g) Ensure that agency electronic recordkeeping systems meet state requirements for public access to records in accordance with chapter 119, F.S.

1. Standard. Each agency which maintains public records in an electronic recordkeeping system shall provide, to any person making a public records request pursuant to chapter 119, F.S., a copy of any data in such records which is not exempt from disclosure by statute. Said copy shall be on paper, disk, tape, optical disk, or any other electronic storage device or media requested by the person, if the agency currently maintains the record in that form, or as otherwise required by chapter 119, F.S. Except as otherwise provided by state statute, the cost for providing a copy of such data shall be in accordance with the provisions of sections 119.07(4), F.S.

2. Standard. Except as otherwise provided by law, no agency shall enter into a contract with, or otherwise obligate itself to, any person or entity for electronic recordkeeping hardware, software, systems, or services if such contract or obligation impairs the right of the public under state law to inspect or copy the agency's nonexempt public records, or impairs the agency's ability to retain the records in accordance with established records retention schedules.

3. Standard. In providing access to electronic records, agencies shall ensure that procedures and controls are in place to maintain confidentiality for information which is exempt from public disclosure.

(7) Documentation standards.

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Standard. Agencies shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system to specify characteristics necessary for reading or processing the records. Documentation for electronic records systems shall be maintained in electronic or printed form as necessary to ensure access to the records. The minimum documentation required is:

(a) A narrative description of the system, including all inputs and outputs of the system; the organization and contents of the files and records; policies on access and use; security controls; purpose and function of the system; update cycles or conditions and rules for adding information to the system, changing information in it, or deleting information; and the location and media in which electronic records are maintained and their retention requirements to ensure appropriate disposition of records in accordance with Chapter 1B-24, F.A.C.

(b) The physical and technical characteristics of the records, including a record layout or markup language that describes each file or field including its name, size, starting or relative position, and description of the form of the data (such as alphabetic, decimal, or numeric), or a data dictionary or the equivalent information associated with a database management system including a description of the relationship between data elements in databases;

(c) For information coming from geographic information systems, the physical and technical characteristics of the records must be described including a data dictionary, a quality and accuracy report and a description of the graphic data structure, such as recommended by the federal Spatial Data Transfer Standards; and,

(d) Any other technical information needed to read or process the records.

(8) Creation and use of electronic records. Electronic recordkeeping systems that maintain record (master) copies of public records on electronic media shall meet the following minimum requirements:

(a)1. Provide a method for all authorized users of the system to retrieve desired records;

2. Provide an appropriate level of security to ensure the integrity of the records, in accordance with the requirements of chapter 282, F.S. Security controls should include, at a minimum, physical and logical access controls, backup and recovery procedures, and training for custodians and users. Automated methods for integrity checking should be incorporated in all systems that generate and use official file copies of records. Hashing algorithms and digital signatures should be considered for all official file copies of electronic records. The use of automated integrity controls, such as hashing algorithms and digital signatures, can reduce the need for other security controls. Hashing algorithms used to protect the integrity of official file copies of records should meet the requirements of US Federal Information Processing Standard Publication 180-2 (FIPS-PUB 180-2) (August 1, 2002) entitled "Secure Hash Standard," (or "Secure Hash Signature Standard") which is hereby incorporated by reference, and made a part of this rule. This publication is available from the National Technical Information Service (NTIS), 5285 Port Royal Road, U.S. Department of Commerce, Springfield, VA 22161, and at the Internet Uniform Resource Locator: <http://csrc.nist.gov/publications/fips/fips180-2/fips180-2.pdf>. Agencies utilizing hashing algorithms shall only use validated implementations of hashing algorithms.

3. Identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media between agency electronic recordkeeping systems using different software/operating systems and the conversion or migration of records on electronic media from one system to another. For text records in the absence of other conversion capabilities, the word processing or text creation system should be able to import and export files in the ASCII or Unicode format as prescribed by the Unicode 5.0 Standard (or successor Unicode Standard), which is hereby incorporated by reference, and made a part of this rule. This publication is available from the Unicode Consortium, P.O. Box 391476, Mountain View, CA 94039-1476, and at the Internet Uniform Resource Locator: <http://www.unicode.org/book/bookform.html>; and

4. Provide for the disposition of the records including, when appropriate, transfer to the Florida State Archives.

(b) Standard. Before a record (master) copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system. Agencies shall ensure that records maintained in such systems can be correlated with any existing

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related records on paper, microfilm, or other media.

(9) Legal authentication. Agencies shall implement the following procedures to enhance the legal admissibility of electronic records:

(a) Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.

(c) Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

(d) State agencies shall, and other agencies are encouraged to, establish and maintain integrity controls for record (master) copies of electronic records in accordance with the requirements of chapter 282, F.S.

(10) Selection of electronic records storage media. For storing record (master) copies of electronic public records throughout their life cycle, agencies shall select appropriate media and systems which meet the following requirements:

(a) Permit easy and accurate retrieval in a timely fashion;

(b) Retain the records in a usable format until their authorized disposition and, when appropriate, meet the requirements necessary for transfer to the Florida State Archives.

(c) Standard. Agencies shall not use floppy disks, audio cassettes, or VHS-format video cassettes for the storage of record (master) copies of permanent or long-term records. Permanent or long-term records on magnetic tape shall be stored on polyester-based media. Agencies shall use only previously unrecorded audio or video tape for record (master) copies of permanent or long-term audio or video recordings.

(d) Standard. A scanning density with a minimum of 300 dots per inch is required for scanned images created by the agency from hard copy permanent or long-term records.

(e) Standard. Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

(f) The following factors are to be considered before selecting a storage media or converting from one media to another:

1. The authorized retention of the records as determined during the scheduling process;
2. The maintenance necessary to retain the records;
3. The cost of storing and retrieving the records;
4. The access time to retrieve stored records;
5. The portability of the medium (that is, selecting a medium that can be read by equipment offered by multiple manufacturers); and,
6. The ability to transfer the information from one medium to another, such as from optical disk to magnetic tape.

(11) Maintenance of electronic records.

(a) Standard. Agencies shall back up electronic records on a regular basis to safeguard against the loss of information due to equipment malfunctions, human error, or other disaster. Agencies shall maintain backup electronic recording media created for disaster recovery purposes, and all preservation duplicates of permanent or long-term records, in an off-site storage facility, with constant temperature (below 68 degrees Fahrenheit) and relative humidity (20 to 30 percent) controls. Storage and handling of permanent or long-term records on magnetic tape shall conform to the standards contained in Standard AES22-1997 (r2003) "AES recommended practice for audio preservation and restoration – Storage and handling – Storage of polyester-base magnetic tape" (published

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1997, reaffirmed 2003) which is hereby incorporated by reference and made a part of this rule. This publication is available from the Audio Engineering Society, Incorporated, 60 East 42nd Street, Room 2520, New York, New York 10165-2520, and at the Internet Uniform Resource Locator: <http://www.aes.org/publications/standards/search.cfm>. If an agency cannot practicably maintain backups and preservation duplicates as required in this section, the agency shall document the reasons why it cannot do so. Other electronic records media should be stored in a cool, dry, dark environment when possible (maximum temperature 73 degrees Fahrenheit, relative humidity 20-50 percent).

(b) Standard. Agencies shall annually read a statistical sample of all electronic media containing permanent or long-term records to identify any loss of information and to discover and correct the cause of data loss.

(c) Standard. Agencies shall test all permanent or long-term electronic records at least every 10 years and verify that the media are free of permanent errors. More frequent testing (e.g. at least every 5 years) is highly recommended.

(d) Standard. Agencies shall only rewind tapes immediately before use to restore proper tension. When tapes with extreme cases of degradation are discovered, they should be rewound to avoid more permanent damage and copied to new media as soon as possible. Tapes shall be played continuously from end to end to ensure even packing. Tapes shall be stored so that the tape is all on one reel or hub.

(e) Standard. Agencies shall prohibit smoking, eating, and drinking in areas where electronic records are created, stored, used, or tested.

(f) Standard. External labels (or the equivalent automated management system) for electronic recording media used to store permanent or long term records shall provide unique identification for each storage media, including:

1. The name of the organizational unit responsible for the data;
2. System title, including the version number of the application;
3. Special security requirements or restrictions on access, if any; and,
4. Software in use at the time of creation.

(g) Standard. For all media used to store permanent or long-term electronic records, agencies shall maintain human readable information specifying recording methods, formats, languages, dependencies, and schema sufficient to ensure continued access to, and intellectual control over, the records. Additionally, the following information shall be maintained for each media used to store permanent or long-term electronic records:

1. File title;
2. Dates of creation;
3. Dates of coverage; and,
4. Character code/software dependency.

(h) Standard. Electronic records shall not be stored closer than 2 meters (about 6 feet, 7 inches) from sources of magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools.

(i) Standard. Electronic records on magnetic tape or disk shall not be stored in metal containers unless the metal is non-magnetic. Storage containers shall be resistant to impact, dust intrusion and moisture. Compact disks shall be stored in hard cases, and not in cardboard, paper or flimsy sManateevs.

(j) Standard. Agencies shall ensure that record (master) copies of electronic records are maintained by personnel properly trained in the use and handling of the records and associated equipment.

(k) Agencies shall establish and adopt procedures for external labeling of the contents of diskettes, disks, tapes, or optical disks so that all authorized users can identify and retrieve the stored information.

(l) Agencies shall convert storage media to provide compatibility with the agency's current hardware and software to ensure that information is not lost due to changing technology or deterioration of storage media. Before conversion of information to different media, agencies must determine that authorized disposition of the electronic

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records can be implemented after conversion. Permanent or long-term electronic records stored on magnetic tape shall be transferred to new media as needed to prevent loss of information due to changing technology or deterioration of storage media.

(12) Retention of electronic records. Each agency is responsible for ensuring the continued accessibility and readability of public records throughout the entire life cycle regardless of the format or media in which the records are maintained.

Agencies shall establish policies and procedures to ensure that electronic records and their documentation are retained and accessible as long as needed. These procedures shall include provisions for:

(a) Standard. Scheduling the retention and disposition of all electronic records, as well as related access documentation and indexes, in accordance with the provisions of Chapter 1B-24, F.A.C.

(b) Standard. Establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of the electronic records throughout their authorized life cycle.

(c) Standard. Transferring a copy of the electronic records and any related documentation and indexes to the Florida State Archives at the time specified in the records retention schedule, if applicable. Transfer may take place at an earlier date if convenient for both the agency and the Archives.

(13) Destruction of electronic records. Electronic records may be destroyed only in accordance with the provisions of Chapter 1B-24, F.A.C. At a minimum each agency shall ensure that:

(a) Electronic records scheduled for destruction are disposed of in a manner that ensures that any information that is confidential or exempt from disclosure, including proprietary or security information, cannot practicably be read or reconstructed; and,

(b) Recording media previously used for electronic records containing information that is confidential or exempt from disclosure, including proprietary or security information are not reused if the previously recorded information can be compromised in any way by reuse.

Rulemaking Authority 257.14, 257.36(1), 257.36(6) FS. Law Implemented 257.36(1)(a) FS. History—New 8-16-92, Amended 5-13-03, 5-21-08.

RESOLUTION 2021-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY PURSUANT TO THE PROVISION OF CHAPTER 280, FLORIDA STATUTES, AS AMENDED; AUTHORIZING SIGNATORS OF THE ACCOUNT(S); AUTHORIZING THE NUMBER OF SIGNATORS ON BANK DOCUMENTS; AUTHORIZATION OF SUN TRUST BANK DEPOSIT ACCOUNT RESOLUTION; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palermo Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

WHEREAS, the District's Board of Supervisors ("**Board**") is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the District has heretofore delegated to a Treasurer the responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the State Treasurer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having appointed a new Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to designate a public depository for District funds.

WHEREAS, the Board of Supervisors of the District is desirous to select SunTrust Bank to serve as the depositories of public funds for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORIZATION FOR ESTABLISHMENT OF ACCOUNT. The District Manager is hereby authorized to establish accounts with SunTrust Bank to serve as depositories of public funds for the District, pursuant to public law and regulations under Section 280.17, *Florida Statutes*.

SECTION 2. AUTHORIZATION OF SIGNATORIES. The Chairman, Vice-Chairman and Treasurer shall be the signers on the District's SunTrust bank accounts.

SECTION 3. AUTHORIZATION OF NUMBER OF SIGNATORS ON BANK DOCUMENTS. The District requires one signatory on all checks.

RESOLUTION 2021-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY PURSUANT TO THE PROVISION OF CHAPTER 280, FLORIDA STATUTES, AS AMENDED; AUTHORIZING SIGNATORS OF THE ACCOUNT(S); AUTHORIZING THE NUMBER OF SIGNATORS ON BANK DOCUMENTS; AUTHORIZATION OF SUN TRUST BANK DEPOSIT ACCOUNT RESOLUTION; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

SECTION 4. AUTHORIZATION OF SUN TRUST BANK DEPOSIT ACCOUNT RESOLUTION. The District hereby authorizes the execution by the appropriate District officers to execute any SunTrust Bank required deposit account Resolutions, signature cards and other documents necessary to implement the provisions of this Resolution.

SECTION 5. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

SECTION 6. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 7. PROVIDING FOR AN EFFECTIVE DATE This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 19th day of March, 2021

ATTEST:

Palermo Community Development District

James P. Ward, Secretary

Russell Smith, Chairman

Resolution 2021-7

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palermo Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Lee County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

WHEREAS, the District has adopted, or intends to adopt, a report of its District Engineer, as may be amended and/or supplemented ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith ("**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("**Permits and Conveyances**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairman to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan ("**Conveyance Authority**"); and

WHEREAS, the Conveyance Authority shall be subject to the District Manager, District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairman the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT:

Section 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

Resolution 2021-7

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TIMBER CREEK SOUTHWEST COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Section 2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. In the event that the Chairman is unavailable, the Vice Chairperson is authorized to sign, accept or execute Permits and Conveyances as defined above. The Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to attest to the signature of the Chairperson or Vice Chairperson of any such Permits and Conveyances. Such authority shall be subject to the District Manager, District Engineer and District Counsel's review and approval.

Section 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

Section 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

Section 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

Section 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of March, 2021.

ATTEST:

**PALERMO
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, District Secretary

Russell Smith, Chairman

RESOLUTION 2021-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021 AND FISCAL YEAR 2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of Palermo Community Development District (the "Board") prior to June 15, 2021, a proposed Budget for Fiscal Year 2021 and Fiscal Year 2022; and

WHEREAS, the Board has considered the proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

SECTION 2. The proposed Budget submitted by the District Manager for Fiscal Year 2022 and attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 3. A public hearing on said approved budget is hereby declared and set for the following date, hour, and location:

DATE:	Friday, May 21, 2021
HOOR:	8:30 A.M.
LOCATION:	Lennar Homes 10481 Six Mile Cypress Parkway Fort Myers, Florida 33966

SECTION 4. The District Manager is hereby directed to submit a copy of the proposed budget to Lee County at least 60 days prior to the hearing set above.

SECTION 5. Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

SECTION 6. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed

RESOLUTION 2021-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021 AND FISCAL YEAR 2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 7. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

SECTION 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of March, 2021

ATTEST:

**PALERMO COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Russell R. Smith, Chairman

Palermo Community Development District

General Fund - Proposed Budget

Fiscal Year 2021 - PARTIAL YEAR

May 1, 2021 through September 30, 2021

Exhibit A

Description	Fiscal Year 2021
Revenues and Other Sources	
Carryforward	\$ -
Interest Income - General Account	\$ -
Developer Contribution	
Developer Contribution - Lennar	\$ 55,017
Total Revenue & Other Sources	\$ 55,017
Appropriations	
Legislative	
Board of Supervisor's Fees	\$ -
Board of Supervisor's - FICA	\$ -
Executive	
Professional - Management	\$ 16,667
Financial and Administrative	
Audit Services	\$ -
Accounting Services	\$ 6,667
Assessment Roll Preparation	\$ -
Arbitrage Rebate Fees	\$ -
Other Contractual Services	
Recording and Transcription	\$ -
Legal Advertising	\$ 7,500
Trustee Services	\$ -
Dissemination Agent Services	\$ -
Property Appraiser Fees	\$ -
Bank Service Fees	\$ 333
Travel and Per Diem	\$ -
Communications and Freight Services	
Telephone	\$ -
Postage, Freight & Messenger	\$ 50
Rentals and Leases	
Miscellaneous Equipment	\$ -
Web Site Services	\$ 800
Insurance	\$ 5,500
Printing and Binding	\$ -
Office Supplies	\$ -
Subscriptions and Memberships	\$ -
Legal Services	
General Counsel	\$ 10,000

Palermo Community Development District

General Fund - Proposed Budget

Fiscal Year 2021 - PARTIAL YEAR

May 1, 2021 through September 30, 2021

Exhibit A

Description	Fiscal Year 2021
Other General Government Services	
Engineering Services	\$ 7,500
Contingencies	\$ -
Capital Outlay	\$ -
Other Fees and Charges	
Discounts, Tax Collector Fee and	
Property Appraiser Fee	\$ -
Total Appropriations	\$ 55,017
Net Increase/(Decrease) in Fund	
Balance	\$ -
Fund Balance - Beginning (Unaudited)	\$ -
Fund Balance - Ending (Projected)	\$ -

Palermo Community Development District

General Fund - Proposed Budget

Fiscal Year 2022

Exhibit B

Description	Fiscal Year 2022
Revenues and Other Sources	
Carryforward	\$ -
Interest Income - General Account	\$ -
Developer Contribution	
Developer Contribution - Lennar	\$ 95,900
Total Revenue & Other Sources	\$ 95,900
Appropriations	
Legislative	
Board of Supervisor's Fees	\$ -
Board of Supervisor's - FICA	\$ -
Executive	
Professional - Management	\$ 40,000
Financial and Administrative	
Audit Services	\$ -
Accounting Services	\$ 16,000
Assessment Roll Preparation	\$ 5,000
Arbitrage Rebate Fees	\$ -
Other Contractual Services	
Recording and Transcription	\$ -
Legal Advertising	\$ 5,000
Trustee Services	\$ 7,500
Dissemination Agent Services	\$ -
Property Appraiser Fees	\$ -
Bank Service Fees	\$ 400
Travel and Per Diem	\$ -
Communications and Freight Services	
Telephone	\$ -
Postage, Freight & Messenger	\$ 50
Rentals and Leases	
Miscellaneous Equipment	\$ -
Web Site Services	\$ 1,200
Insurance	\$ 5,500
Printing and Binding	\$ 250
Office Supplies	\$ -
Subscriptions and Memberships	\$ -
Legal Services	
General Counsel	\$ 10,000

Palermo Community Development District

General Fund - Proposed Budget

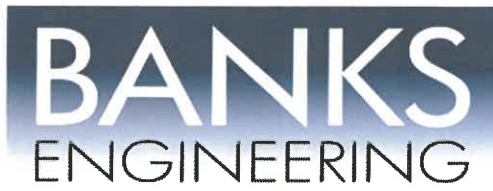
Fiscal Year 2022

Exhibit B

Description	Fiscal Year 2022
Other General Government Services	
Engineering Services	\$ 5,000
Contingencies	\$ -
Capital Outlay	\$ -
Other Fees and Charges	
Discounts, Tax Collector Fee and Property Appraiser Fee	\$ -
Total Appropriations	\$ 95,900
Net Increase/(Decrease) in Fund	
Balance	\$ -
Fund Balance - Beginning (Unaudited)	\$ -
Fund Balance - Ending (Projected)	\$ -

[illegible]

Using a scale of 1-5, where 5 is the highest and 1 is the lowest, rank each engineer and total the score



Professional Engineers, Planners & Land Surveyors

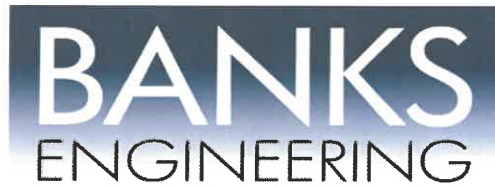
Palermo Community Development District

Banks Engineering Statement of Qualifications

December 9, 2020

• **SERVING THE STATE OF FLORIDA** •

10511 Six Mile Cypress Parkway • Suite 101 • Fort Myers, Florida 33966
Phone 239-939-5490 • www.bankseng.com • Fax 239-939-2523
Engineering License No. EB 6469 • Surveying License No. LB 6690



Professional Engineers, Planners & Land Surveyors

LETTER OF INTEREST

December 9, 2020

Mr. James Ward
J.P. Ward & Associates, LLC
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334

Dear Mr. Ward:

Thank you for considering Banks Engineering as the potential District Engineer to perform Professional Services for the **Palermo Community Development District**. Banks Engineering has extensive experience in the project and are currently designing and permitting the undeveloped portions of the project. We have served as District Engineer for numerous Districts in Southwest Florida, and have successfully completed similar projects with the landowner, District Manager, and finance team.

Once you have had an opportunity to review the information provided, I believe the District will conclude Banks Engineering has the skill, resources and commitment to deliver high quality service and client satisfaction. We at Banks Engineering look forward to the opportunity to work with the District on this project.

Should you have any questions, please do not hesitate to contact me. I look forward to meeting with you soon.

Sincerely,
BANKS ENGINEERING

A handwritten signature in blue ink, appearing to read "D. Underhill", is written over the printed name.

David R. Underhill, Jr., P.E.
Vice President

DRU:jms



Professional Engineers, Planners & Land Surveyors

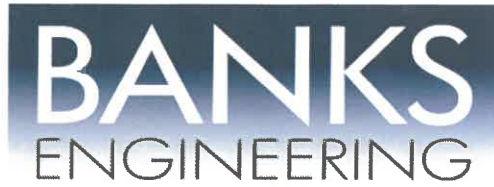
Palermo Community Development District

Table of Contents

1. Statement of Qualifications
2. Standard Form 330
3. Key Staff Resumes with Relevant Experience

• SERVING THE STATE OF FLORIDA •

10511 Six Mile Cypress Parkway • Suite 101 • Fort Myers, Florida 33966
Phone 239-939-5490 • www.bankseng.com • Fax 239-939-2523
Engineering License No. EB 6469 • Surveying License No. LB 6690



Professional Engineers, Planners & Land Surveyors

December 9, 2020

Palermo Community Development District
Attn: James P. Ward
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334

Reference: Banks Engineering Statement of Qualifications

Dear District Manager:

We are grateful for the opportunity to submit to the Palermo Community Development District this Statement of Qualifications. Our past experience as engineers and planners of residential communities, combined with our history of establishing and performing professional engineering services for Chapter 190 Community Development Districts makes us highly qualified for the position of District Engineer. The following is a corporate summary introducing you to the scope of professional services we offer.

Banks Engineering, founded in 1992, is a Civil Engineering, Land Planning, and Land Surveying firm offering professional services encompassing all aspects of the land development process. With our corporate headquarters in Fort Myers, Florida, and a branch office located in Port Charlotte we are able to provide our clients with a full range of professional services. Banks Engineering offers experienced professionals with a wealth of local knowledge and expertise. On the Chapter 190 Districts listed below, Banks Engineering provided professional services including site planning, engineering design, plan preparation, technical specification preparation, permitting coordination, construction observation, record drawing preparation and inspection during construction. We also have assisted in the establishment of the Chapter 190 Districts and continue to serve as District Engineers on a majority of them well after resident control.



Most recently, Banks Engineering is working to design and permit for construction the Palermo, Tern Bay and Babcock National projects. These golf course communities' are being designed in anticipation of transferring the public infrastructure to their respective CDD's for ownership and maintenance. Banks Engineering is responsible for the infrastructure design including roads, drainage, potable water, and sanitary sewer. Banks Engineering is also responsible for the permitting, construction bid document preparation, and will also oversee the construction and certification of the improvements once complete.

• **SERVING THE STATE OF FLORIDA** •

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Phone 239-939-5490 • www.bankseng.com • Fax 239-939-2523
Engineering License No. EB 6469 • Surveying License No. LB 6690

Chapter 190 Community Development Districts

Community Design Engineer, CDD Establishment and/or District Engineer for the following:

Heritage Palms CDD, Lee County, Florida
Miromar Lakes CDD, Lee County, Florida
Stoneybrook CDD (Estero), Lee County, Florida
Habitat CDD (Bella Terra), Lee County, Florida
Cypress Shadows CDD, Lee County, Florida
Parklands West CDD, Lee County, Florida
Parklands Lee CDD, Lee County, Florida
Cedar Hammock CDD, Collier County, Florida
Beach Road Golf Estates CDD, Lee County, Florida
Heritage Harbour North CDD, Manatee County, Florida
Portofino Falls CDD, Collier County, Florida
Portofino Springs CDD, Lee County, Florida
Portofino Cove CDD, Lee County, Florida
Bonita Landing CDD, Lee County, Florida
Babcock Ranch - Phase 2A, Charlotte County, Florida

Design, Plan Preparation, Technical Specifications and Permitting Services

Residential and Commercial Site Development Design, Permitting and Inspection
Road and Highway Transportation System Design, Permitting and Inspection
Surface Water Management Design, Permitting and Inspection
Environmental Resource Permitting
Land Development Feasibility Studies
Water, Sewer, and Re-use Utility Design, Permitting and Inspection
Engineering Cost Analysis
Signing and Marking Design
Project Management
Public Involvement and Facilitation
Civil Engineering Design and/or Inspection Services
Community Development District (CDD) Engineering and Continuing Services

Surveying and Mapping

Condominium Exhibits
Boundary and ALTA/ACSM Land Title Surveys
Construction Stakeout
Construction As-built/Record Surveys
Topographic Surveys
Subdivision Platting
Legal Descriptions and Sketches
Jurisdictional Surveys

Bid Specifications

Contract Documents
Bid Tabulations
Technical Specifications
Assistance with Bid Procedures

Construction Administration Services

Assistance with Contractor Selection
Construction Inspection and Testing Observation
Obtain Record Information
Design and Constructability Reviews
Contractor Payment Request Approval

Shop Drawing Reviews
Record Drawing Production
Final Documentation
Prepare and Maintain Records/Logs

Banks Engineering continues to successfully complete projects by fully understanding the interests of our Clients and diligently striving to preserve those interests. We thank you for the opportunity to provide this letter of introduction. Should you have any questions, need further information or would like to discuss our qualifications, please contact me at your earliest convenience.

Sincerely,
BANKS ENGINEERING

A handwritten signature in blue ink, appearing to read "D. Underhill, Jr.", with a long, sweeping horizontal stroke extending to the right.

David R. Underhill, Jr., P.E.
Vice President

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Palermo Community Development District - Lee County, Florida

2. PUBLIC NOTICE DATE

12/02/2020

3. SOLICITATION OR PROJECT NUMBER

Request for Qualifications for Engineering Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

David R. Underhill, Jr., P.E. - Vice President

5. NAME OF FIRM

BEI Engineering Group, Inc. (dba Banks Engineering)

6. TELEPHONE NUMBER

(239) 939-5490

7. FAX NUMBER

(239) 939-2523

8. E-MAIL ADDRESS

dunderhill@bankseng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCONTRACTOR			
a.	✓				BEI Engineering Group, Inc. (dba Banks Engineering) <input type="checkbox"/> CHECK IF BRANCH OFFICE	10511 Six Mile Cypress Parkway, Suite 101 Fort Myers, Florida 33966	Professional Engineer
b.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David R. Underhill, Jr., P.E.	Agent	a. TOTAL 29	b. WITH CURRENT FIRM 24
15. FIRM NAME AND LOCATION <i>(City and State)</i> BEI Engineering Group, Inc. (dba Banks Engineering), 10511 Six Mile Cypress Parkway, Suite 101, Fort Myers, FL 33966			
16. EDUCATION <i>(Degree and Specialization)</i> Resumes are enclosed in the Qualifications Statement herewith.		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> David R. Underhill, Jr., P.E. - FLA P.E. 47029	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Please see additional information in the Qualifications Statement herewith.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Parklands Lee CDD, Bonita Springs, FL	PROFESSIONAL SERVICES 2003	CONSTRUCTION <i>(If applicable)</i> 2003
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, permitting & construction services for infrastructure for 234-acre residential golf community. Continue to serve as District Engineer. <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Heritage Harbour North CDD, Port Charlotte, FL	PROFESSIONAL SERVICES 2012-2017	CONSTRUCTION <i>(If applicable)</i> 2017
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, permitting & construction services for infrastructure for 2,500-acre residential golf community. Continue to serve as District Engineer. <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Heritage Palms CDD	PROFESSIONAL SERVICES 2005	CONSTRUCTION <i>(If applicable)</i> 2005
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Golf club community, \$4 million Engineering, Design, Permitting & Construction Management <input type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Cypress Shadows CDD	PROFESSIONAL SERVICES 2011-2014	CONSTRUCTION <i>(If applicable)</i> 2014
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, permitting & construction services for infrastructure for 350.62-acre residential golf community. Continue to serve as District Engineer. <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Babcock Ranch Phase 2A CDD, part of Babcock Ranch Community ISD	PROFESSIONAL SERVICES 2017-2020	CONSTRUCTION <i>(If applicable)</i> 2017-2020
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design, permitting & construction services for infrastructure for a residential golf community. Continue to serve as District Engineer. <input checked="" type="checkbox"/> Check if project performed with current firm		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Beach Road Golf Estates CDD	PROFESSIONAL SERVICES 2017-2020	CONSTRUCTION <i>(If applicable)</i> 2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lennar Homes, LLC	b. POINT OF CONTACT NAME Russell R. Smith	c. POINT OF CONTACT TELEPHONE NUMBER (239) 278-1177
---------------------------------------	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Beach Road Golf Estates CDD is a 500+/- acres golf club community. Banks Engineering provided all the design, permitting and engineering services for the project. Banks Engineering serves as District Engineer and was responsible for the preparation of the Engineer's Report and also for the review and inspection of District infrastructure. We also prepared the necessary engineering documents for the transfer of infrastructure for District ownership including: descriptions of the transferred facilities, legal description for easements, review of construction cost/requisitions.

The cost of the project is approximately \$6 million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME BEI Engineering Group, Inc. (dba Banks Engineering)	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, FL	(3) ROLE Agent
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Parklands Lee, Bonita Springs, FL	6	Reflection Isles, Fort Myers, FL
2	Cypress Shadows, Estero, FL	7	Stoneybrook Golf & Country Club, Estero, FL
3	Heritage Palms, Fort Myers, FL	8	Parklands West, Bonita Springs, FL
4	Bonita National, Bonita Springs, FL	9	Cedar Hammock, Naples, FL
5	Bonita Landing, Bonita Springs, FL	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Banks Engineering is a Civil Engineering firm offering professional services encompassing all aspects of the land development process.

Banks Engineering provides a wide-range of resources beginning with the design process and continuing through the projects construction. Following is a list of valuable resources that make up Banks ability to deliver high quality service and complete commitment to client satisfaction.

1. Professional, Experienced and Licensed Engineers, Planners and Surveyors
2. Extensive Computer Aided Drafting & Design (CAD) Stations and Technicians
3. Permit Technicians with experience in all aspects of the project's permitting process
4. Station Survey Components, G.P.S. Complete Survey Stations, 4-Wheel Drive Survey Vehicles, and excellent Field Crews.

All of the staff at Banks Engineering takes great pride in his/or her work. While taking advantage of Banks' numerous resources, we also have excellent working relationships with the many other companies that encompass the Engineering process, that are crucial to the successful completion of our projects.

Please see additional information in the LOI & Professional Qualifications Statement herewith.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

12/8/20

33. NAME AND TITLE

David R. Underhill, Jr. - Vice President

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

2a. FIRM (or Branch Office) NAME

BEI Engineering Group, Inc. (dba Banks Engineering)

2b. STREET

10511 Six Mile Cypress Parkway, Suite 101

2c. CITY

Fort Myers

6a. POINT OF CONTACT NAME AND TITLE

David R. Underhill, Jr., P.E. - Vice President

8a. FORMER FIRM NAME(S) (If any)

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative/Permitting	9	7	C10	Commercial Buildings	5
08	CADD Technician	16	9	C11	Community Facilities	3
12	Civil Engineer	9	5	C15	Construction Management	4
15	Construction Inspector	1	1	C16	Construction Surveying	5
38	Land Surveyor	4	4	C18	Cost Estimating/Cost Engineering	2
47	Planner	2	1	H09	Hospital & Medical Facilities	3
48	Project Manager	4	2	H10	Hotels/Motels	2
	Other: Engineer Intern	2	2	H13	Hydrographic Surveying	4
	Other: Information Technology	2	2	L02	Land Surveying	4
	Other: Survey Field Staff	24	15	P05/06	Planning	3
				R04	Recreation Facilities	1
				S04	Sewage Collection	3
				S10	Surveying: Platting; Mapping; Flood	5
				S13	Stormwater Handling & Facilities	4
				T04	Topographic Surveying & Mapping	4
				U02	Urban Renewals/Community Dev.	6
				W03	Water Supply Distribution	3
				Z01	Zoning: Land Use Studies	1
	Other Employees					
	Total	73	48			

12. AUTHORIZED REPRESENTATIVE

a. SIGNATURE

c. NAME AND TITLE



DAVID R. UNDERHILL, P.E.

Vice President, Project Manager

PROFESSIONAL SUMMARY

Dave is a civil engineer with Banks Engineering and has over twenty-three (23) years of civil engineering design and management for a wide range of projects located in Southwest Florida. He received a Bachelor of Science Degree in Civil Engineering from The University of Florida and is a registered Professional Engineer in the state of Florida. Dave has comprehensive experience in the design, permitting and construction of a large range of land development projects. His diverse portfolio includes industrial, commercial, residential, transportation, and utility projects. His clients include government agencies and private developers. As a Civil Engineer and a Vice President of Banks Engineering, Dave is responsible for managing the design, production, permitting and client coordination from preliminary project planning through completion of the project. In addition, his contributions include managing the project budget and ensuring adherence to the project schedule.

ACADEMIC EDUCATION

University of Florida, Gainesville, Florida; 1988
Bachelor of Science, Civil Engineering

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Professional Engineer, State of Florida
License Number 47029

CONTACT INFORMATION

Phone: 239-939-5490
Fax: 239-939-2523
Email: dunderhill@bankseng.com



Professional Engineers, Planners & Land Surveyors

PROJECT EXPERIENCE

RESIDENTIAL AND MIXED-USE DEVELOPMENTS:

- **Bonita National - Bonita Springs, Florida**
486-acre, 1,459-unit, single-family and multi-family residential development in Bonita Springs, Florida. The project includes the easterly 2 miles of Bonita Beach Road. Two roundabouts are present, one internal and one external to the Bonita National Project.
- **Preserve at Corkscrew - Lee County, Florida**
300-acre, 450-unit residential development on Corkscrew Road. The project includes a turn lane at the project entrance and approximately 1/2 mile of multi-use path along Corkscrew Road that was constructed and dedicated to Lee County.

PUBLIC PRIVATE PARTNERSHIP:

- **Bonita Beach Road - Bonita Springs, Florida**
Responsible for the design, permitting and construction coordination for the eastern 4 miles of Bonita Beach Road from Worthington to Bonita National. The roadway was originally designed as a 2 lane corridor and later converted to 4 lanes. This roadway was constructed by the various developments fronting the roadway.
- **Logan Road - Collier County, Florida**
Responsible for the design, permitting and construction coordination for the northern 1.7 miles of Logan Blvd. north of Immokalee Road. The roadway is completed and owned and maintained by Collier County.
- **Bonita Fire Station #23 - Bonita Springs, Florida**
Design, permitting and construction of a new fire station on Bonita Beach Road.

COMMERCIAL AND MIXED-USE:

- **Liberty Health Park - Cape Coral, Florida**
28-acre mixed use development including 3 commercial parcels and 280 apartment units. The project includes widening and turn lanes on NE 23rd Terrace at the Pine Island Road intersection and at the project entrance. Also included are turn lanes and intersection improvements on Pine Island Road along with the signalization of the intersection by FDOT. The project is a partnership between the developer, FDOT and the City of Cape Coral.
- **Grand Central - Fort Myers, Florida**
25-acre mixed use development with 280 apartments and 3 commercial out parcels. Design, permitting and construction coordination for the development of the project. The project included the re-spacing of the existing driveways with left and right turn lane improvements on US 41.

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4161 Tamiami Trail, Building 5, Unit 501
Port Charlotte, Florida 33952
Phone: 941-625-1165 | Fax: 941-625-1149



RICHARD M. RITZ, R.L.S.

Vice President, Director of Surveying

PROFESSIONAL SUMMARY

Rick is a Registered Land Surveyor with forty-seven (47) years of experience in Southwest Florida. He has coordinated the field surveying and office mapping of design surveys for many large developments. Rick has extensive experience in the production of ALTA/ACSM Land Title Surveys, Condominium Exhibits, Record Plats, Topographic and Jurisdictional Surveys, as well as Coastal Construction Permitting. He has managed the construction staking for projects from small commercial projects to developments in excess of 1000 acres and improvements within public rights-of-way. As Vice President and Director of Surveying of Banks Engineering, Rick is responsible for the oversight of the company's survey operations.

ACADEMIC EDUCATION

Overlea High School, Baltimore, Maryland, 1970
High School Diploma

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

- Professional Surveyor, State of Florida
Certificate Number 4009
- Member, Florida Surveying & Mapping Society (FSMS)
- President, Collier-Lee Chapter FSMS
(2006-2007)
- Vice-President, Collier-Lee Chapter FSMS
(2005-2006)
- Secretary, Collier-Lee Chapter FSMS
(2004-2005)
- Florida Surveying & Mapping Society Chapter
President of the Year
(2006-2007)
- Director, Florida Surveying & Mapping Society
(2009-2016)
- FSMS Director of the Year (2012-2014)

CONTACT INFORMATION

Phone: 239-939-5490
Fax: 239-939-2523
Email: rritz@bankseng.com

BANKS ENGINEERING

Professional Engineers, Planners & Land Surveyors

PROJECT EXPERIENCE

ROADWAY PROJECTS

- **I-75 - Charlotte County, Florida**
Improvements within the right-of-way including storm drainage and road widening.
- **I-75/SR 82 - Lee County, Florida**
Improvements within the right-of-way including drainage, waterline, and road widening.
- **Daniels Road Improvements - Lee County, Florida**
Chamberlin Parkway to Gateway Boulevard improvements within the right-of-way including waterline, storm drainage, sidewalks, and road widening
- **Plantation Road Extension - Fort Myers, Florida**
Prepare route survey of the 1.2 mile road extension. Prepare topographic survey for design purposes. Prepare legal descriptions and sketches for right-of-way takings. Provide oversight for the roadway and utility construction and as-builts.

RESIDENTIAL PROJECTS

- **Heritage Palms - Fort Myers, Florida**
Prepare boundary survey of 820 acre parcel for acquisition. Establish aerial target control network for photogrammetric topographic survey. Provide supplemental topographic data for engineering design purposes. Provide oversight for the construction staking of the infrastructure, along with the preparation of subdivision plats, condominium exhibits and legal descriptions.
- **Preserve at Corkscrew - Lee County, Florida**
300-acre, 450-unit residential development on Corkscrew Road. The project includes a turn lane at the project entrance and approximately 1/2 mile of multi-use path along Corkscrew Road that was constructed and dedicated to Lee County.
- **Stoneybrook North - Lee County, Florida**
Prepare ALTA/ACSM Land Title Survey for 741-acre parcel for acquisition. Establish aerial target control network for photogrammetric topographic survey. Provide supplemental topographic data for engineering design purposes. Preparation of subdivision plat and legal descriptions. Oversight of field crews in obtaining topographic data in both Bayshore and Popash Creek watersheds for remapping the proposed FEMA floodway and floodplain limits.

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SAMUEL W. MARSHALL, P.E.

Vice President

PROFESSIONAL SUMMARY

Mr. Marshall is a Civil Engineer with Banks Engineering and has over thirty (30) years of experience in Southwest Florida. He received a Bachelor of Science Degree in Civil Engineering from the University of Florida and is a registered Professional Engineer in the State of Florida. Mr. Marshall has comprehensive experience in the design, permitting, and construction of a large range of land development projects. His diverse portfolio includes industrial, commercial, multi-family and single-family residential, and mixed-use projects. His clients include government agencies and private developers. As a Civil Engineer and a Vice President of Banks Engineering, Mr. Marshall is responsible for managing the design, production, permitting, and client coordination from preliminary project planning through completion of the project. In addition, his contributions include managing the project budget and ensuring adherence to the project schedule.

ACADEMIC EDUCATION

University of Florida, Gainesville, Florida; 1990
Bachelor of Science; Civil Engineering

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Professional Engineer, State of Florida
License Number 48881

CONTACT INFORMATION

Phone: 239-939-5490
Fax: 239-939-2523
Email: smarshall@bankseng.com



Professional Engineers, Planners & Land Surveyors

PROJECT EXPERIENCE

DRAINAGE STUDIES AND DEVELOPMENT DESIGN

- **Drainage Study and Design for 1200+ Acre Miromar Lakes Property bounded by I-75 and bisected by Ben Hill Griffin Parkway -**
Banks Engineering completed the conceptual storm water design and permitted it through the SFWMD, and completed the backbone water management system and first several phases of construction from design and permitting through construction certification. The storm water system flowed through the Ben Hill Griffin Parkway right-of-way and ultimately discharged into the I-75 right-of-way. Banks Engineering was also the Engineer of Record for the Chapter 190 Community Development District responsible for developing and certifying construction costs used to obtain bonds to fund infrastructure development.
- **Popash Creek and Bayshore Creek Drainage Study -**
Banks Engineering performed a study of the twelve (12) square mile Popash and Bayshore Creek drainage basins including Pritchett Parkway (Lee County Collector Road), privately maintained paved and unpaved roads and agricultural lands. Banks Engineering utilized both ICPR and HEC-RAS drainage modeling programs to determine that proposed County drainage improvements to the creeks would not cause adverse impacts on upstream or downstream lands. Banks Engineering partnered with Lee County to file a protest with FEMA during the re-mapping of Floodways over Popash and Bayshore Creeks. The Banks Engineering hydraulic models were approved by FEMA's consultant and the floodway mapping generated by Banks Engineering was adopted by FEMA. For each agency (County, SFWMD and FEMA) the modeling criteria were different. Banks Engineering was able to work with and meet each agency's criteria to gain their approval.
- **Drainage Study and Design for 1,600+ Acre Heritage Lakes Property within the Six Mile Slough, Billy's Creek and Orange River Drainage Basins -**
Drainage study of this property adjacent to I-75 and SR-82 to facilitate drainage discharges to those facilities and to allow access connection of a mixed-use development to SR-82. The 1,600+ acre property is within three difference drainage basins, including being the headwater tributary to the Six Mile Slough Preserve. Banks Engineering participated in the annexation of the site into the City of Fort Myers, a large scale comprehensive plan amendment and design and approval of the water management system through the SFWMD.
- **Drainage, Water, Sewer & Roadway Master Planning, Engineering Design, Permitting and Construction Services for Multi-Phase Developments -**
Including Heritage Palms, a 820 acre residential community located in the City of Fort Myers and North Brook, a 745 acre residential community located in North Fort Myers.

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ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of this 19th day of March 2021 by and between **PALERMO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida ("District") and **BANKS ENGINEERING INC.**, a Florida corporation ("Engineer").

WHEREAS, the District solicited for proposals to serve as the Engineer for the District in accordance with Sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked the Engineer as the number one most qualified firm to serve as the Engineer for the District and authorized negotiation of a contract; and

WHEREAS, the District intends to employ the Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, and such other services as deemed necessary by the District, as defined in separate work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will provide the required services defined in separate work authorizations to the District during the performance of his services.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1. SCOPE OF SERVICES

A. The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:

- 1.** Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
- 2.** Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
- 3.** Performance of any other duties related to the provision of infrastructure and services.

B. The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms,

ENGINEERING SERVICES AGREEMENT

proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District.

C. The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:

1. Periodic visits to the site, or full-time services, as directed by the District; and
2. Processing of contractors' pay estimates; and
3. Final inspection and requested certificates for construction including the final certification of construction; and
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
5. Any other activity related to construction as authorized by the District.
6. Land surveying;
7. Topographic surveying;
8. Staking and layout work for construction;
9. Tests of material and underground explorations; and
10. Aerial photographs.

D. The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.

E. In those instances where the Engineer believes that a task, work or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.

F. Each project shall utilize standard project management methodology.

G. The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.

H. The District retains the right to obtain other engineering services.

I. The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care

ENGINEERING SERVICES AGREEMENT

and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

ARTICLE 2. METHOD OF AUTHORIZATION/SCHEDULE

A. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District and as agreed to by the Engineer.

B. Engineer shall perform its obligations under this Agreement as expeditiously and efficiently as are consistent with professional skill and care and the orderly progress of the construction of the District's facilities and improvements and meet such project schedules as may be developed by District and consistent with information provided to Engineer by District and applicable government agencies. Engineer agrees that all services shall be provided in such a manner as to meet District's reasonable expectation and to provide Engineer's best efforts to ensure the timely progression of the work being performed by the District.

ARTICLE 3. COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

Lump Sum Amount. For services or projects where the District and Engineer mutually agree to a maximum lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

Hourly Personnel Rates. For services or projects where the scope of services is not capable of being clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the services shall be charged at the Engineer's current and best rates, a current copy of which is outlined in Schedule A, attached hereto and made a part hereof. If requested by the District, Engineer shall provide the District with written updates of said rate schedule.

ENGINEERING SERVICES AGREEMENT

ARTICLE 4. REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of District authorized work for the incidental expenses listed as follows:

- A.** Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for securing approval of authorities having jurisdiction over the Project. Requests for reimbursements for all such Expenditures shall be made in accordance with Chapter 112, Florida Statutes and with the District's travel policy.
- B.** Actual expense of reproduction, postage and handling of drawings, and specifications except those use for in-house purposes by Engineer.

ARTICLE 5. SPECIAL CONSULTANTS

When authorized in writing by the District, additional special consulting services shall be paid for at the actual cost of the special consultant without any markup by the Engineer.

ARTICLE 6. BILLING AND ACCOUNTING RECORDS

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Engineer, when billing based upon an hourly basis shall record the time expended in increments not less than two-tenths (.2) of an hour, with an accompanying detailed explanation for each time entry. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer shall not charge for time expended in billing preparation or review or for internal administration of this Agreement. The Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to such records.

ARTICLE 7. OWNERSHIP OF PLANS

All plans produced by the Engineer shall immediately become property of the District.

ARTICLE 8. REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

ENGINEERING SERVICES AGREEMENT

ARTICLE 9. ESTIMATE OF COST

Since the Engineer has no control over the cost of labor, materials or equipment, a contractor's(s') methods of determining prices, competitive bidding or market conditions, any opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by the contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 10. INSURANCE

The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability <ul style="list-style-type: none">• Bodily Injury (including Contractual)• Property Damage (including Contractual)	\$1,000,000/ \$2,000,000 \$1,000,000/ \$2,000,000
Automobile Liability (if Applicable) <ul style="list-style-type: none">• Bodily Injury• Property Damage	\$1,000,000/ \$1,000,000 \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000/\$3,000,000

The Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District as an additional insured on general and automobile liability policies. The Engineer shall require that the insurer provide the District with thirty (30) day's notice of cancellation and provide written certification thereof. At no time shall the Engineer be without insurance in the above amounts.

ARTICLE 11. CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ENGINEERING SERVICES AGREEMENT

ARTICLE 12. AUDIT

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so.

ARTICLE 13. INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District, its Board members, officers, agents, employees harmless of and from any and all liabilities, claims, costs, expenses, causes of action, demands, suits, or losses (including attorneys' fees and costs) arising from the negligent or wrongful acts, errors, or omissions, or the misconduct, of the Engineer, the Engineer's agents, or its employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S. The terms and provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14. PUBLIC RECORDS

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the work provided to the District by Engineer. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. The District shall have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters, or other materials that are subject to the provisions of Chapter 119, F.S. and made or received by the Engineer in conjunction with this Agreement.

ARTICLE 15. EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 16. CONTROLLING LAW

The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in

ENGINEERING SERVICES AGREEMENT

Lee County, Florida and further agree that all litigation arising out of this Agreement or the services provided hereunder shall be in the Florida state court of appropriate jurisdiction in Lee County, Florida.

ARTICLE 17. ASSIGNMENT AND AMENDMENT

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as the Engineer deems appropriate, pursuant to Article 5 herein. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 18. TERMINATION

This Agreement shall commence upon execution of this Agreement by both parties and shall continue until terminated in accordance with the provisions herein. The District may terminate this Agreement, in whole or in part, for non-performance by the Engineer or for convenience and without cause, at the District's discretion, by providing thirty (30) days written notice to the Engineer of the District's intent to terminate. The Engineer may terminate this Agreement without cause upon ninety (90) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, the Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 19. RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including those associated with any appeal.

ARTICLE 20. INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if 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 Engineer agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ENGINEERING SERVICES AGREEMENT

ARTICLE 21. NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if hand delivered, sent by commercial overnight courier, or mailed by registered or certified mail, return receipt requested, to the authorized representative of the other party at the addresses below or to such other addresses as the parties hereto may hereafter designate in writing. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of certified mailing, such notice shall be effective from the date the same is deposited in the mail with postage prepaid. The addresses for notice purposes are as follows:

IF TO ENGINEER: Banks Engineering, Inc.
10511 Six Mile Cypress Parkway, Suite 101
Fort Myers, Florida 33966
Attention: Mr. David Underhill, Vice-President

IF TO DISTRICT: Palermo Community Development District
2301 NE 37th Street
Fort Lauderdale, Florida 33308
Phone: 954-658-4900
E-Mail: JimWard@JPWardAssociates.com
Fax: Not Applicable
Attention: Mr. James P. Ward

WITH A COPY TO: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Phone: 239-435-3535
Attention: Mr. Greg Urbancic

ARTICLE 21. OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

ARTICLE 22. SEVERABILITY

ENGINEERING SERVICES AGREEMENT

Should any clause, paragraph, or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 23. ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

{Signatures appear on the following page}

ENGINEERING SERVICES AGREEMENT

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

Attest:

**PALERMO COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

By: _____
Russell Smith, Chairman

ENGINEER:

Banks Engineering, Inc.,
a Florida corporation

By: _____
David Underhill, Vice-President

ENGINEERING SERVICES AGREEMENT

SCHEDULE A