

PEACE CREEK VILLAGE

**COMMUNITY DEVELOPMENT
DISTRICT**

May 1, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Peace Creek Village Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

April 24, 2024

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Peace Creek Village Community Development District

Dear Board Members:

The Board of Supervisors of the Peace Creek Village Community Development District will hold a Regular Meeting on May 1, 2024 at 11:00 a.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-41, Approving a Proposed Budget for Fiscal Year 2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-16, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
5. Consideration of Resolution 2024-42, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
6. Consideration of Resolution 2024-43, Ratifying, Confirming, and Approving the Actions of the Chairperson, Vice Chairperson, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of \$7,360,000 Peace Creek Village Community Development District Special Assessment Revenue Bonds, Series 2024; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of HOA Maintenance Agreement for Management, Operation and Oversight Services (*in substantial form*)
8. Ratification Items
 - A. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Peace Creek Village Community Development District

- B. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
9. Acceptance of Unaudited Financial Statements as of March 31, 2024
10. Approval of January 30, 2024 Public Hearing and Regular Meeting Minutes
11. Staff Reports
- A. District Counsel: *Kilinski | Van Wyk PLLC*
- B. District Engineer: *Sloan Engineering Group, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

○ QUORUM CHECK

SEAT 1	DAVID MATT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KRISTEN MATT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOHN BLAKLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOHN MCKAY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	PETE WILLIAMS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-41

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Peace Creek Village Community Development District ("**District**") prior to June 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025**"); 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 THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2024

HOUR: 11:00 A.M.

LOCATION: The Lake Alfred Public Library
245 North Seminole Avenue
Lake Alfred, Florida 33850

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Winter Haven and Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 1ST DAY OF MAY 2024.

ATTEST:

**PEACE CREEK VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Treasurer

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2025

Exhibit A: Proposed Budget for Fiscal Year 2025

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
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**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Landowner contribution	\$ 82,098	\$ 31,685	\$ 60,574	\$ 92,259	\$ 82,098
Total revenues	82,098	31,685	60,574	92,259	82,098
EXPENDITURES					
Professional & administrative					
Supervisors	6,000	646	5,354	6,000	6,000
Management/accounting/recording**	32,500	6,000	26,500	32,500	32,500
Legal	25,000	6,125	18,875	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Dissemination agent*	583	-	583	583	583
Telephone	200	50	150	200	200
Postage	500	7	493	500	500
Printing & binding	500	125	375	500	500
Legal advertising	6,500	16,661	-	16,661	6,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	455	295	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	1,680
Website ADA compliance	210	210	-	210	210
Total expenditures	82,098	30,279	61,980	92,259	82,098
Excess/(deficiency) of revenues over/(under) expenditures	-	1,406	(1,406)	-	-
Fund balance - beginning (unaudited)	-	-	1,406	-	-
Fund balance - ending (projected)	-	-	-	-	-
Unassigned	-	1,406	-	-	-
Fund balance - ending	\$ -	\$ 1,406	\$ -	\$ -	\$ -

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 6,000
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Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.

Management/accounting/recording**	32,500
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Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal	25,000
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General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering	2,000
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The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit	-
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Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation*	-
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To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent*	583
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The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee*	-
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Telephone	200
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Postage	500
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Telephone and fax machine.

Printing & binding	500
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Mailing of agenda packages, overnight deliveries, correspondence, etc.

Legal advertising	6,500
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Letterhead, envelopes, copies, agenda packages

Annual special district fee	175
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The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Insurance	5,500
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Annual fee paid to the Florida Department of Economic Opportunity.

Contingencies/bank charges	750
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Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance	1,680
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Website ADA compliance	210
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Total expenditures	\$ 82,098
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*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2025
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 509,789
Interest	-	907	-	907	-
Total revenues	-	907	-	907	509,789
EXPENDITURES					
Debt service					
Principal	-	-	-	-	105,000
Interest	-	-	78,028	78,028	407,100
Underwriters discount	-	147,200	-	147,200	-
Cost of issuance	-	204,710	-	204,710	-
Total expenditures	-	351,910	78,028	429,938	512,100
Excess/(deficiency) of revenues over/(under) expenditures	-	(351,003)	(78,028)	(429,031)	(2,311)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	1,195,977	-	1,195,977	-
Original issue discount	-	(39,927)	-	(39,927)	-
Total other financing sources/(uses)	-	1,156,050	-	1,156,050	-
Net increase/(decrease) in fund balance	-	805,047	(78,028)	727,019	(2,311)
Fund balance:					
Beginning fund balance (unaudited)	-	-	805,047	-	727,019
Ending fund balance (projected)	\$ -	\$ 805,047	\$ 727,019	\$ 727,019	724,708
Use of fund balance:					
Debt service reserve account balance (required)					(509,788)
Interest expense - November 1, 2025					(201,122)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 13,798

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			203,550.00	203,550.00	7,360,000.00
05/01/25	105,000.00	4.625%	203,550.00	308,550.00	7,255,000.00
11/01/25			201,121.88	201,121.88	7,255,000.00
05/01/26	110,000.00	4.625%	201,121.88	311,121.88	7,145,000.00
11/01/26			198,578.13	198,578.13	7,145,000.00
05/01/27	115,000.00	4.625%	198,578.13	313,578.13	7,030,000.00
11/01/27			195,918.75	195,918.75	7,030,000.00
05/01/28	120,000.00	4.625%	195,918.75	315,918.75	6,910,000.00
11/01/28			193,143.75	193,143.75	6,910,000.00
05/01/29	125,000.00	4.625%	193,143.75	318,143.75	6,785,000.00
11/01/29			190,253.13	190,253.13	6,785,000.00
05/01/30	130,000.00	4.625%	190,253.13	320,253.13	6,655,000.00
11/01/30			187,246.88	187,246.88	6,655,000.00
05/01/31	135,000.00	4.625%	187,246.88	322,246.88	6,520,000.00
11/01/31			184,125.00	184,125.00	6,520,000.00
05/01/32	145,000.00	5.500%	184,125.00	329,125.00	6,375,000.00
11/01/32			180,137.50	180,137.50	6,375,000.00
05/01/33	150,000.00	5.500%	180,137.50	330,137.50	6,225,000.00
11/01/33			176,012.50	176,012.50	6,225,000.00
05/01/34	160,000.00	5.500%	176,012.50	336,012.50	6,065,000.00
11/01/34			171,612.50	171,612.50	6,065,000.00
05/01/35	170,000.00	5.500%	171,612.50	341,612.50	5,895,000.00
11/01/35			166,937.50	166,937.50	5,895,000.00
05/01/36	180,000.00	5.500%	166,937.50	346,937.50	5,715,000.00
11/01/36			161,987.50	161,987.50	5,715,000.00
05/01/37	190,000.00	5.500%	161,987.50	351,987.50	5,525,000.00
11/01/37			156,762.50	156,762.50	5,525,000.00
05/01/38	200,000.00	5.500%	156,762.50	356,762.50	5,325,000.00
11/01/38			151,262.50	151,262.50	5,325,000.00
05/01/39	210,000.00	5.500%	151,262.50	361,262.50	5,115,000.00
11/01/39			145,487.50	145,487.50	5,115,000.00
05/01/40	225,000.00	5.500%	145,487.50	370,487.50	4,890,000.00
11/01/40			139,300.00	139,300.00	4,890,000.00
05/01/41	235,000.00	5.500%	139,300.00	374,300.00	4,655,000.00
11/01/41			132,837.50	132,837.50	4,655,000.00
05/01/42	250,000.00	5.500%	132,837.50	382,837.50	4,405,000.00
11/01/42			125,962.50	125,962.50	4,405,000.00
05/01/43	265,000.00	5.500%	125,962.50	390,962.50	4,140,000.00
11/01/43			118,675.00	118,675.00	4,140,000.00
05/01/44	280,000.00	5.500%	118,675.00	398,675.00	3,860,000.00
11/01/44			110,975.00	110,975.00	3,860,000.00
05/01/45	295,000.00	5.750%	110,975.00	405,975.00	3,565,000.00
11/01/45			102,493.75	102,493.75	3,565,000.00
05/01/46	310,000.00	5.750%	102,493.75	412,493.75	3,255,000.00
11/01/46			93,581.25	93,581.25	3,255,000.00
05/01/47	330,000.00	5.750%	93,581.25	423,581.25	2,925,000.00
11/01/47			84,093.75	84,093.75	2,925,000.00

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	350,000.00	5.750%	84,093.75	434,093.75	2,575,000.00
11/01/48			74,031.25	74,031.25	2,575,000.00
05/01/49	370,000.00	5.750%	74,031.25	444,031.25	2,205,000.00
11/01/49			63,393.75	63,393.75	2,205,000.00
05/01/50	390,000.00	5.750%	63,393.75	453,393.75	1,815,000.00
11/01/50			52,181.25	52,181.25	1,815,000.00
05/01/51	415,000.00	5.750%	52,181.25	467,181.25	1,400,000.00
11/01/51			40,250.00	40,250.00	1,400,000.00
05/01/52	440,000.00	5.750%	40,250.00	480,250.00	960,000.00
11/01/52			27,600.00	27,600.00	960,000.00
05/01/53	465,000.00	5.750%	27,600.00	492,600.00	495,000.00
11/01/53			14,231.25	14,231.25	495,000.00
05/01/54	495,000.00	5.750%	14,231.25	509,231.25	-
Total	7,360,000.00		8,087,487.50	15,447,487.50	

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Off-Roll Assessments					
Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
TH	38	\$ -	\$ 999.78	\$ 999.78	n/a
SF 50'	286	-	1,649.64	1,649.64	n/a
Total	324				

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-16

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Peace Creek Village Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**PEACE CREEK VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
June __, 2024	Regular Meeting	__:__ AM/PM
July __, 2024	Regular Meeting	__:__ AM/PM
August __, 2024	Regular Meeting	__:__ AM/PM
September __, 2024	Regular Meeting	__:__ AM/PM

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-42

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Peace Creek Village Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**PEACE CREEK VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2024	Regular Meeting	__:__ AM/PM
November __, 2024	Regular Meeting	__:__ AM/PM
December __, 2024	Regular Meeting	__:__ AM/PM
January __, 2025	Regular Meeting	__:__ AM/PM
February __, 2025	Regular Meeting	__:__ AM/PM
March __, 2025	Regular Meeting	__:__ AM/PM
April __, 2025	Regular Meeting	__:__ AM/PM
May __, 2025	Regular Meeting	__:__ AM/PM
June __, 2025	Regular Meeting	__:__ AM/PM
July __, 2025	Regular Meeting	__:__ AM/PM
August __, 2025	Regular Meeting	__:__ AM/PM
September __, 2025	Regular Meeting	__:__ AM/PM

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-43

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$7,360,000 PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Peace Creek Village Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the City of Winter Haven, Florida; and

WHEREAS, the District previously adopted Resolution Nos. 2024-32, and 2024-37 on October 31, 2023 and January 30, 2024, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of its Peace Creek Village Community Development District \$7,360,000 Special Assessment Revenue Bonds, Series 2024 (the “**2024 Bonds**”), for the purpose of financing the acquisition and/or construction of all or a portion of the public infrastructure necessary for the 2024 Project (the “**2024 Project**”), as described in the *Engineer’s Report for Peace Creek Village Community Development District*, dated October 30, 2023 (the “**Engineer’s Report**”); and

WHEREAS, the District closed on the issuance of the 2024 Bonds on February 22, 2024; and

WHEREAS, as prerequisites to the issuance of the 2024 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Assessment Consultant, District Counsel and Bond Counsel (“**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the 2024 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The issuance of the 2024 Bonds, the adoption of resolutions relating to such Bonds, and all actions taken in the furtherance of the closing on such Bonds, are hereby

declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the 2024 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the 2024 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 1st day of May 2024.

ATTEST:

**PEACE CREEK VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

7

**AGREEMENT BETWEEN THE PEACE CREEK VILLAGE COMMUNITY
DEVELOPMENT DISTRICT AND _____, FOR FACILITY
MANAGEMENT, OPERATION, AND OVERSIGHT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____
2024, by and between:

PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of
special purpose government established pursuant to Chapter 190, *Florida Statutes*,
and located within the City of Winter Haven, Florida, with a mailing address c/o
Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton,
Florida 33431 (“District”); and

_____, **INC.**, a Florida not-for-profit corporation, whose address is
_____ (“Association”).

RECITALS

WHEREAS, the District was established by ordinance of the City Commission for the City
of Winter Haven, Florida, pursuant to the Uniform Community Development District Act of 1980,
Chapter 190, *Florida Statutes*, as amended (“Act”), and is validly existing under the Constitution
and laws of the State of Florida; and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish,
acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems,
facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District is presently constructing ,and will own and operate, various
systems, facilities and infrastructure including, but not limited to, roadways, stormwater facilities,
landscape, irrigation, hardscape, recreational improvements, entry features and related
improvements as more particularly described in the attached **Exhibit A** (“Improvements”); and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the
Improvements described herein and in the attached **Exhibit B** (“Services”) for the areas depicted
in **Exhibit C** attached hereto, across the lands owned by the District from time to time
(“Property”); and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and/or
maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, for ease of administration, potential cost savings to property owners and
residents, and the benefits of full-time, on-site operation and maintenance personnel, the District
desires to contract with the Association to provide the Services; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to provide the Services and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ASSOCIATION'S OBLIGATION. The Association shall be responsible for the inspection, operation, oversight and management of the Improvements and the Property, which shall include entering into and having contract administration for maintenance contracts related thereto as described in the Services attached as Exhibit B. Additionally, the Association will have the following duties:

- A. General duties.** The Association shall be responsible for providing, or causing to be provided, the Services in an efficient, lawful and satisfactory manner. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets, including the Improvements and the Property. This Agreement grants to the Association the right to enter the Property for the limited purposes described in this Agreement.
- B. Association Representative.** The Association shall designate a representative for purposes of reporting to and coordinating with the District ("Association Representative"). The Association Representative shall initially be [REDACTED], and the Association shall notify the District in writing of any change in the Association Representative.
- C. Inspection.** The Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, Ernesto Torres of Wrathell, Hunt and Associates, LLC, at (561) 571-0010 or torrese@whhassociates.com ("District Manager"), or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- D. Notification of Emergency Repairs.** The Association shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Association is aware when such repairs are necessary for the preservation and safety of persons and/or property. When authorized by the District, the Association may perform maintenance tasks.
- E. Investigation and Report of Accidents/Claims.** The Association shall promptly investigate and provide a full written report to the District Manager as to all

accidents or claims for damage relating to the management, operation, and maintenance of District Improvements and Property. Such report shall at a minimum include a description of any damage or destruction and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District Manager.

F. *Compliance with Government Permits, Rules, Regulations, Requirements, and Orders.*

- i. The Association shall take such action as is necessary to comply promptly with any and all permits, rules, regulations, requirements, and orders affecting the District Property and Improvements placed thereon by any governmental authority having jurisdiction. The Association shall further require itself and any contractor or subcontractor maintaining or repairing/improving the Property or Improvements to have all required permits, oversight, experience and insurance on record that conforms to the specific requirements set forth herein. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property and Improvements.
- ii. The Association shall immediately notify the District Manager and District Counsel in writing of all such requirements and orders, or other contact made with the Association relative to the District Property or Improvements by any such governmental authority having jurisdiction. The Association shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement, except to the extent any such failure to comply and resulting penalties, judgments or orders levied or imposed against the District are caused by the failure of the District, after receipt of notice from the Association, to timely take any action necessary to comply or allow Association to comply. Further, should defects or impacts to District Property or Improvements occur as a result of failure to maintain proper permits, insurance or other requirements of this Agreement occur, Association and its contractors and subcontractors shall be liable up to the amount of damages, including professional fees and costs, associated with the remediation to repair such damage.

G. *Adherence to District Rules, Regulations and Policies.* The Association's personnel shall be familiar with all District policies and procedures and shall ensure that all persons using the District Property and Improvements, including maintenance and repair contractors, are informed with respect to the rules, regulations and notices as

may be promulgated by the District from time to time, and ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times. Association shall procure at least three bids to the extent practical for all Services scopes that exceed three thousand dollars.

- H. *Care of the Property.*** The Association shall use all due care to protect the property of the District, its residents and landowners from damage by the Association, its employees, contractors or invitees. The Association agrees to promptly repair any damage resulting from its activities and work and to notify the District of the occurrence of such damage within twenty-four (24) hours.
- I. *Staffing and Billing.*** The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management, operation, and oversight responsibilities set forth in this Agreement. The Association shall keep industry best standard accounting records that conform to governmental accounting principles and shall provide the District information and supporting records as may be necessary for the District's budget, audit and related financial disclosures.
- J. *Liens and Claims.*** The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District Property and Improvements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.
- K. *Limitations on Association's Duties.*** Notwithstanding anything contained herein to the contrary: The Association shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Association have the authority to approve change orders or enter into new agreements on behalf of the District. The Services provided for herein shall be contracted through the Association on behalf of the District.

SECTION 3. COMPENSATION. In consideration for the District providing financial support services and access to District Property and Improvements to Association members, and in consideration that the Association and District serve the same residents and property owners, the Association shall provide the Services at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement.

SECTION 4. TERM; TERMINATION. The term of this Agreement shall commence on the date first written above and shall continue through September 30, 2026 ("Initial Term"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to

the terms of this Agreement. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days' written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Services contemplated by this Agreement and that the Association is undertaking, until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. For example, if the Association desires to cancel this Agreement on December 1, 2025, the Association shall continue to pay the District the amounts required to maintain the Improvements and Property in the same condition and with the same contracts for maintenance of the same through October 1, 2026 at a minimum, or longer if such circumstances require due to the District's assessment imposition and collection on the tax roll. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of the Services hereunder including warranty documentation.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Services shall maintain or cause to be maintained, at its or their own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-. All policies shall name the District and its officers, supervisors, staff, consultants and employees as additional insureds. The Association shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the Services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the following minimum levels of insurance:

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

If Association fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Association shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** The Association agrees to indemnify, defend and hold harmless the District and its officers, supervisors, staff, consultants and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, contractors, invitees and representatives, including litigation or any appellate proceedings with respect thereto and fees and costs associated therewith.
- B.** The Association agrees to require that, by written contract, any contractor and subcontractors hired in connection with this Agreement indemnify, defend and hold harmless the District and its officers, supervisors, staff, consultants and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto and fees and costs associated therewith.
- C.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Association are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Association, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law

or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a “self-help” remedy whereby, in the event of a default by the Association, the District may provide the Services and charge the cost of the Services to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

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

SECTION 11. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District’s Improvements shall be obtained and paid for by the Association unless otherwise agreed to in writing.

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

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

SECTION 15. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

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

A. If to the District:

Peace Creek Village
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to:

Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Association:

Attn: _____

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

SECTION 19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association, and no right or cause of action shall accrue upon or by reason, to

or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 21. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind that it handles on behalf of the District or provided to the District in connection with this Agreement are public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is **Wrathell, Hunt and Associates, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O WRATHELL, HUNT & ASSOCIATES, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; PHONE (561) 571-0010, AND E-MAIL GILLYARDD@WHHASSOCIATES.COM.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

SECTION 24. E-VERIFY. The Association shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes* and shall require its contractors to do the same. Accordingly, to the extent required by Florida Statute, Association shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Association has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[Signatures on following page]

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

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

_____, a Florida
not-for-profit corporation

By: _____
Its: _____

Exhibit A: Scope of Services
Exhibit B: Service Area Map

EXHIBIT A SCOPE OF SERVICES

DISTRICT IMPROVEMENTS

The District owns the following property: **SAVANNAH PLEASE INCLUDE THE ENTIRE CDD BOUNDARY**

The Association shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **Exhibit B**:

- **Roadway Improvements** – The roadway, landscaping, irrigation, hardscaping and lighting improvements located within the Property.
- **Additional Landscaping, Irrigation, Hardscaping & Lighting** – The landscaping, irrigation, hardscaping and lighting improvements within the Property.
- **Stormwater & Wetlands Improvements** – Stormwater and drainage facilities, within the Property referenced above, as well as within the Drainage Easements, as identified on the Plat.

Commented [JK1]: PLEASE INCLUDE ENGINEERS REPORT IMPROVEMENTS.

MAINTENANCE PROGRAM

Weekly:

- Common mowing of the District properties (every other week from March 1 through November 1). Weeding, edging and tree trimming will be done on an as needed basis.
- Inspect and maintain irrigation system for the District's common areas, as needed.

Monthly:

- Common mowing of the District properties (once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

Yearly:

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions exist, and maintain and repair as needed.

Commented [JK2]: I may recommend we include a normal landscaping scope and then say the parties agree as improvements contained herein are added, this exhibit shall be amended.

EXHIBIT B
SERVICE AREA MAP

DRAFT

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

8A

This instrument was prepared by and
upon recording should be returned to:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors¹
Peace Creek Village Community Development District**

David Matt
Chairman

John McKay
Assistant Secretary

Kristen Matt
Vice Chairman

Pete Williams
Assistant Secretary

John Blakely
Assistant Secretary

District Manager
c/o Ernesto Torres
2300 Glades Road, Suite #410W
Boca Raton, Florida
Tel: (407) 841-5524
 (“District Manager’s Office”)

District records are on file at the District Manager’s Office and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of February 23, 2024. For a current list of Board Members, please contact the District Manager’s Office.

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**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN
BY THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

INTRODUCTION

On behalf of the Peace Creek Village Community Development District (“**District**”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (“**Act**”). Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents, as well as filed in the property records of each county in which the District is located.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District was established by Ordinance No. 23-57, enacted and made effective by the City Commission of the City of Winter Haven, Florida on October 23, 2023. The District boundaries encompass approximately 95.3814 acres within the City of Winter Haven, Florida, generally located north of Old Bartow/Lake Wales Road and east of McClean Road in Polk County Florida. The District lies within Section 31 Township 29 South, Range 27 East, all within Polk County, Florida. The development plan for the lands within the District includes approximately 38 townhomes and 286 single-family residential units to be constructed in a single phase. As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**” and individually, “**Supervisors**”), the members of which must be residents of the State of Florida and citizens of the United States. Within ninety (90) days of appointment of the initial Board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six (6) years after the initial appointment of the members of the Board and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection at the District Manager’s Office during normal business hours.

OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS & DEBT ASSESSMENTS

The District is authorized by the Act to, amongst other things, finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management systems, roadway improvements, on-site and off-site wetland mitigation, landscape/hardscape, parks and recreation facilities, irrigation systems and other infrastructure projects and services necessitated by the development of, and serving lands within, the District. A description of the boundaries of the District is attached hereto as **Exhibit A**.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On January 2, 2024, the Tenth Judicial Circuit of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$22,230,000 in Special Assessment Revenue Bonds, in one or more series, for infrastructure needs of the District ("**Final Judgment**"). The Tenth Judicial Circuit of Florida, in and for Polk County, Florida, has entered a Certificate of No Appeal certifying that no notice of appeal has been filed or taken by any party or other person from the Final Judgment.

Capital Improvement Plan / Master Bonds & Assessments

The District has authorized the construction and/or financing of its master capital improvement plan ("**CIP**"). The CIP includes, among other things, stormwater management facilities, roadways, water and wastewater facilities, off-site improvements, and miscellaneous. The CIP is estimated to cost approximately **\$15,949,664** and is described in more detail in the *Engineer's Report for Peace Creek Village Community Development District*, dated October 30, 2023 (the "**Master Improvement Plan Report**").

The District anticipates financing all or a portion of the CIP by the issuance of one or more series of future special assessment bonds ("**Master Bonds**"). To secure the repayment of such Master Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens ("**Master Assessments**") on certain benefitted lands within the District. The Master Assessments are further described in the *Peace Creek Village Community Development District Master Assessment Methodology Report*, dated October 31, 2023 ("**Master Assessment Report**"). A notice of the master assessment lien imposed consistent with the Master Assessment Methodology has been recorded in the Official Records of Polk County. The Master Assessment Report and the reports that supplement it are designed to conform to the requirements of Chapters 170, 190 and 197, *Florida Statutes*, are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

Allocation of special assessments is a continuous process until the CIP is completed. As a master series of interrelated improvements, the CIP benefits all developable acres within the District. Once platting has begun, the assessments will be allocated to the assigned properties based on the benefits they receive as set forth herein ("**Assigned Properties**"). The unassigned properties, defined as property that has not been platted and assigned development rights, will continue to be assessed on a per-acre (equal acreage) basis ("**Unassigned Properties**"). Eventually the development plan will be completed and the assessments securing each series of bonds will be allocated to the benefitted property within the District. If there are changes to the development plan causing a change in the ultimate number of platted units, a true-up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment is required.

2024 Bonds

The District has authorized the construction and/or acquisition of its “**Project**,” which corresponds to the CIP. On February 22, 2024, the District issued \$7,360,000 Special Assessment Bonds (“**2024 Bonds**”), for the purpose of financing a portion of the Project which is anticipated to be the only bond issue for the District (but that may change in the future). The amortization schedules for the 2024 Bonds are available at the District Manager’s Office. The Project is anticipated to cost \$15,949,664 and is described in the Master Improvement Plan Report. The Project includes improvements related to offsite improvements, stormwater management facilities, utilities (water, sewer, and street lighting), roadways, entry features and signage, parks and amenities, and miscellaneous improvements.

The 2024 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (“**2024 Assessments**”) on all lands within the District, as described in **Exhibit A** hereto. The 2024 Assessments are further described in the *Supplemental Assessment Methodology Report*, dated February 9, 2024 (“**Supplemental Assessment Report**”). It is anticipated that the 2024 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager’s Office.

The 2024 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation of the 2024 Assessments is provided below:

2024 Assessments				
Product Type	No. of Units	ERU Factor	Gross Annual 2024 Bond Assessment per Unit*	Total 2024 Par Debt Per Unit
Townhomes	38	0.50	\$1,075.27	\$14,140.03
Single Family	286	1.00	\$1,774.19	\$23,331.05

**Note: The annual debt assessment per unit amounts are subject to a collection fee and early payment discounts when collected on the Polk County tax bill and are accordingly reflected in these estimated amounts.*

Operation and Maintenance Assessments

In addition to the debt assessment described above, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Manager’s Office for more information regarding the allocation of O&M Assessments.

Future Improvements and Assessments

Should the District choose to finance additional portions of its CIP in the future, additional debt assessments may be imposed on property within the District. Such additional assessments will be allocated in a manner consistent with the Master Assessment Methodology.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. Further information regarding any of the improvements can be obtained from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

METHODS OF COLLECTION

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes ("**Uniform Method**"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Peace Creek Village Community Development District, c/o Ernesto Torres, 2300 Glades Road, #410W, Boca Raton, Florida 33431 Attn: District Manager, Offices: or call (561) 571-0010.

[Signature on following page]

IN WITNESS WHEREOF, this *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Peace Creek Village Community Development District* has been executed to be effective as of the ____ day of _____, 2024, and recorded in the Official Records of Polk County, Florida.

**PEACE CREEK VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
David Matt, Chairman

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me [] in person or [] by means of remote notarization this ____ day of _____, 2024, by David Matt, as Chairman of the Peace Creek Village Community Development District, who [] is personally known to me or who [] has produced _____ as identification, and did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit A: District Boundaries

EXHIBIT A
District Boundaries

PEACE CREEK VILLAGE CDD

DESCRIPTION: THAT PART OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 31 AND RUN THENCE ALONG THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, N88°59'48"E A DISTANCE OF 31.00 FEET TO THE EAST RIGHT OF WAY LINE OF McCLEAN ROAD AS DESCRIBED BY QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 12719, PAGE 345, PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR A POINT OF BEGINNING. THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: (1) S00°27'53"E A DISTANCE OF 1191.10 FEET; (2) S45°39'48"E A DISTANCE OF 49.33 FEET TO THE NORTHERLY RIGHT OF WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN SAID QUIT CLAIM DEED; RUN THENCE ALONG SAID RIGHT OF WAY N89°08'17"E A DISTANCE OF 906.22 FEET TO THE BOUNDARY OF THE WEST 115.00 FEET OF THE EAST 360.66 FEET OF THE NORTH OF THE NORTH 434.78 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 31; RUN THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE COURSES: (1) N00°29'31"W A DISTANCE OF 402.97; (2) N89°13'21"E A DISTANCE OF 115.05 FEET; (3) S00°29'30"E A DISTANCE OF 402.80 FEET TO SAID NORTHERLY RIGHT OF WAY OF OLD BARTOW-LAKE WALES ROAD. THENCE ALONG SAID NORTHERLY RIGHT OF WAY N89°08'17"E A DISTANCE OF 876.41 FEET; THENCE N00°24'42"W A DISTANCE OF 204.80 FEET; THENCE N89°05'27"E A DISTANCE OF 699.62 FEET TO THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE, S00°31'19"E A DISTANCE OF 205.37 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF OLD BARTOW-LAKE WALES ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89°08'17"E A DISTANCE OF 1313.35 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GARY STREET AS DESCRIBED IN SAID QUIT CLAIM DEED; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE N00°16'07"W A DISTANCE OF 1239.46 FEET TO THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31; THENCE ALONG SAID NORTH LINE, S88°57'31"W A DISTANCE OF 1316.67 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, S88°57'25"W A DISTANCE OF 350.13 FEET TO WEST LINE OF THE EAST 350.00 FEET OF THE NORTH $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE, S00°25'58"E A DISTANCE OF 317.49 FEET TO THE SOUTH LINE OF THE NORTH $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE, S88°57'05"W A DISTANCE OF 980.11 FEET TO THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 31;

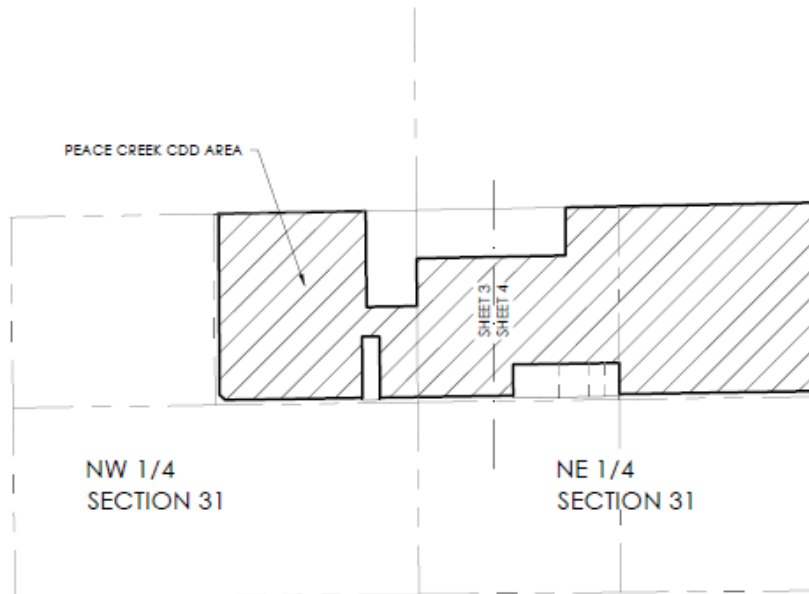
THENCE ALONG SAID WEST LINE S00°24'17"E A DISTANCE OF 315.82 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE, S89°06'40"W A DISTANCE OF 333.47 FEET TO THE WEST LINE OF THE EAST ½ OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 31; THENCE ALONG SAID WEST LINE N00°25'37"W A DISTANCE OF 630.97 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; THENCE ALONG SAID NORTH LINE S88°59'48"W A DISTANCE OF 970.31 FEET TO THE POINT OF BEGINNING.

NOTE:

BEARINGS ARE BASED ON THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT FOR THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING N00°27'53"W.



NORTH
SCALE: 1" = 1000'



NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL



BASEPOINT
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

ROBERT E. LAZENBY, IV, P.S.M. # 6369

PEACE CREEK
Section 31, Township 29 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 2 OF 4

DRAWING: #####

JOB #11086

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

8B

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Peace Creek Village Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Peace Creek Village Community Development District

By: Craig Wrathell
Print: Craig Wrathell
Title: Secretary
Date: 4/24/2024

Disclosure Technology Services, LLC

By: [Signature]
Print: Michael Klurman
Title: Vice President
Date: 02-15-2024

Exhibit A – Fee Schedule

Annual License Fee:

1. Year 1 - \$2,000 at Bond Closing to be paid from issuance cost budget
2. 2024-2025 District Fiscal Year and forward, \$2000 per annum per bond issuance, not to exceed \$3,500 per annum for all bond issuances to be issued by the District.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

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

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Rd, Ste, 410W, Boca Raton, FL 33431

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

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

PEACE CREEK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 34,158	\$ -	\$ -	\$ 34,158
Reserve	-	510,338	-	510,338
Construction	-	-	5,442,607	5,442,607
Cost of issuance	-	12,828	-	12,828
Interest	-	281,881	-	281,881
Due from Landowner	3,356	-	-	3,356
Total assets	<u>37,514</u>	<u>805,047</u>	<u>5,442,607</u>	<u>6,285,168</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 28,962	\$ -	\$ -	\$ 28,962
Contracts payable	-	-	3,407,780	3,407,780
Retainage payable	-	-	179,357	179,357
Due to Landowner	2,234	-	-	2,234
Accrued taxes payable	398	-	-	398
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>37,594</u>	<u>-</u>	<u>3,587,137</u>	<u>3,624,731</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>3,356</u>	<u>-</u>	<u>-</u>	<u>3,356</u>
Total deferred inflows of resources	<u>3,356</u>	<u>-</u>	<u>-</u>	<u>3,356</u>
Fund balances:				
Restricted for:				
Debt service	-	805,047	-	805,047
Capital projects	-	-	1,855,470	1,855,470
Unassigned	(3,436)	-	-	(3,436)
Total fund balances	<u>(3,436)</u>	<u>805,047</u>	<u>1,855,470</u>	<u>2,657,081</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 37,514</u>	<u>\$ 805,047</u>	<u>\$ 5,442,607</u>	<u>\$ 6,285,168</u>

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 27,920	\$ 31,685	\$ 82,098	39%
Total revenues	<u>27,920</u>	<u>31,685</u>	<u>82,098</u>	39%
EXPENDITURES				
Professional & administrative				
Supervisor	-	646	6,000	11%
Management/accounting/recording	2,000	6,000	32,500	18%
Legal	220	6,125	25,000	25%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	583	0%
Telephone	17	50	200	25%
Postage	-	7	500	1%
Printing & binding	42	125	500	25%
Legal advertising	-	16,661	6,500	256%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	79	455	750	61%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total expenditures	<u>2,358</u>	<u>30,279</u>	<u>82,098</u>	37%
 Excess/(deficiency) of revenues over/(under) expenditures	 25,562	 1,406	 -	
 Fund balances - beginning	 (28,998)	 (4,842)	 -	
Fund balances - ending	<u>\$ (3,436)</u>	<u>\$ (3,436)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 907	\$ 907
Total revenues	<u>907</u>	<u>907</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	204,710
Underwriter's discount	-	147,200
Total expenditures	<u>-</u>	<u>351,910</u>
Excess/(deficiency) of revenues over/(under) expenditures	907	(351,003)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,195,977
Original issue discount	-	(39,927)
Total other financing sources	<u>-</u>	<u>1,156,050</u>
Net change in fund balances	907	805,047
Fund balances - beginning	804,140	-
Fund balances - ending	<u>\$ 805,047</u>	<u>\$ 805,047</u>

**PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES CAPITAL
PROJECTS FUND SERIES SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 6,533	\$ 6,533
Total revenues	<u>6,533</u>	<u>6,533</u>
EXPENDITURES		
Capital outlay	<u>4,002,202</u>	<u>4,315,086</u>
Total expenditures	<u>4,002,202</u>	<u>4,315,086</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,995,669)	(4,308,553)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>-</u>	<u>6,164,023</u>
Total other financing sources/(uses)	<u>-</u>	<u>6,164,023</u>
Net change in fund balances	(3,995,669)	1,855,470
Fund balances - beginning	<u>5,851,139</u>	<u>-</u>
Fund balances - ending	<u><u>\$ 1,855,470</u></u>	<u><u>\$ 1,855,470</u></u>

PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Peace Creek Village Community Development District held a Public Hearing and Regular Meeting on January 30, 2024 at 11:00 a.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

Present at the meeting:

David Matt	Chair
Kristen Matt	Vice Chair
John Blakley	Assistant Secretary
John McKay	Assistant Secretary
Pete Williams (via telephone)	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC
Jennifer Kilinski (via telephone)	District Counsel
Savannah Hancock	Kilinski Van Wyk PLLC
Steve Sloan (via telephone)	District Engineer
Bob Gang (via telephone)	Bond Counsel
Jason Gonzalez (via telephone)	Greenberg Traurig

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:00 a.m. Supervisor Blakley, McKay, David Matt and Kristen Matt, were present. Supervisor Williams attended via telephone

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Administration of Oath of Office to
Supervisor Pete Williams**

Mr. Torres acknowledged receipt of Mr. Williams' Notarized Oath of Office via email.

FOURTH ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

A. Affidavit of Publication**B. Consideration of Resolution 2024-40, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing for an Effective Date**

Mr. Torres presented Resolution 2024-40 and the proposed Fiscal Year 2024 budget, which is Landowner-funded, with expenses funded as incurred.

On MOTION by Mr. Blakley and seconded by Mr. McKay, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Blakley and seconded by Ms. Matt, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Blakley and seconded by Ms. Matt, with all in favor, Resolution 2024-40, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS**Presentation of Engineer's Report**

Mr. Wrathell recalled the actions taken at the Organizational Meeting, such as presenting the Master Assessment Methodology Report. He discussed the steps related to issuing bonds, the maximum par amount of bonds to validate in circuit court and the max par amount of bond debt for the individual lots and max annual debt assessment. He explained the next step in the bond issuance process. He noted that one minor change to the First Supplemental Special Assessment Methodology Report is needed to include the bonding assumptions.

Mr. Wrathell stated that the proposed bond issuance schedule consists of mailing the Preliminary Limited Offering Memorandum (PLOM) for the Series 2024 Bonds on February, 2,

2024, pricing the bonds on February 8, 2024 and closing on the bonds on February 22, 2024; all subject to approving certain documents today.

Ms. Kilinski pointed out that the Engineer's Report is the same version as presented at the last meeting and the Organizational Meeting; there is no Supplemental Engineer's Report.

Mr. Wrathell noted the following regarding the Engineer's Report:

➤ The proposed Capital Improvement Plan (CIP) anticipates total of 324 residential dwelling units comprised of 38 townhomes and 286 50' to 55' single-family lots.

➤ The total of all the eligible CIP infrastructure that is eligible to be financed is \$15,949,664.

➤ The Engineer's Report was approved at a previous meeting and is referenced in Resolution 2024-38 to be presented later in the meeting.

SIXTH ORDER OF BUSINESS

Presentation of First Supplemental Special Assessment Methodology Report

Mr. Wrathell presented the First Supplemental Special Assessment Methodology Report dated January 30, 2024 and accompanying exhibit. He noted the following:

➤ The CIP is as outlined in the Engineer's Report dated October 30, 2023.

➤ The acreage within the boundaries of the CDD is 95.38184+/- acres.

➤ The development is anticipated to be conducted by the Developer, ERPC Peace Creek, LLC, or its associates.

➤ The CIP totaling \$15,949,664 is comprised of Potable Water, Sanitary Sewer, Internal Roadway/Curbing, Undergrounding of Conduit, Stormwater, Improvements, Earthwork (Stormwater Ponds), Landscape/Hardscape/Irrigation/ Entry Features, and Recreational Improvements, along with contingency and professional costs outlined in the Engineer's Report.

➤ The District intends to issue a principal amount of bonds of \$7,210,000 to finance a portion of the CIP costs in the estimated amount of \$6,044,968.75. It is anticipated that any CIP costs not funded by the Series 2024 bonds will be completed or funded by the Developer.

➤ The \$7,210,000 bond debt will preliminarily be levied on approximately 95.38184+/- acres, which equates to a max par amount of bond debt of \$75,590.91 per gross acre.

Mr. Wrathell discussed the Lienability Tests, True-Up Mechanism in the event there are adjustments to the Equivalent Residential Units (ERU's) and Tables 1 through 6.

Regarding the Debt Service Reserve Fund, Mr. Wrathell stated that the Underwriter advised there will be a 50% reserve release once the lots close; those funds will go into the construction account, thereafter, the reserve amount will be reduced to 10%, once the community is fully built.

Discussion ensued regarding the release conditions for the final debt service reserve funds that will be outlined in the Trust Indenture, the ability to reimburse the Developer for advance funding infrastructure not paid for by the bonds and estimating what the second release amount will be.

Regarding Table 3, Staff will add an additional table explaining the capitalized interest payments and circulate it to everyone.

➤ The Underwriter gave an assumed average coupon of 5.75%; the Underwriter discount is 2%.

Regarding Table 6, Mr. Matt stated that the builder contract showed the Annual Bond Assessment Debt Service payment per single-family unit at \$1,650, which differs from the \$1,774.19 amount in the Report. He was asked to confirm if the \$1,650 amount in the contract is for principal and interest only and excludes tax collector fees. If it is determined that the \$1,650 amount is supposed to include the tax collector fees, the Report will need to be revised.

Mr. Wrathell stated that the Report is referenced in Resolution 2024-38 to be presented later in the meeting. Approval will be in substantial form, subject to adjustments, if necessary, as long as the amount does not exceed the maximum amount of assessments outlined in the Master Report.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-37, Authorizing the Issuance of Its Peace Creek Village Community Development District Special Assessment Bonds, Series 2024 (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect

to the Series 2024 Bonds and Awarding the series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes

Mr. Gang presented Resolution 2023-37, the Bond Delegation Resolution, which accomplishes the following:

➤ Delegates authority to the District Manager and Chair to accept an offer when the Underwriter markets the bonds.

- Approves the forms of documents attached to the Resolution, including the First Supplemental Trust Indenture that contains all the details of the bond, the form of Bond Purchase Contract that Counsel submitted to the Underwriter that will have all the terms once the bonds have been priced in the market, a form of the PLOM Counsel submitted to the Underwriter that is the disclosure document necessary in order for the Underwriter to offer the bonds to investors in the marketplace, a form of 15c2-12 Certificate that deems the PLOM final before it is mailed with the exception of pricing as it is not available until the bonds are sold and a form of the Continuing Disclosure Agreement.

Mr. Gang stated that SEC Rules obligate the CDD to provide investors in the secondary market with annual financial reports; the Developer will provide information on the development of the project to the Dissemination Agent, which is Wrathell, Hunt & Associates.

➤ Declares that the maximum principal amount of the Series 2024 bonds as \$8,500,000.

➤ Authorizes execution of the First Supplemental Trust Indenture.

➤ Outlines statutory findings that are required in order to proceed with a negotiated sale through the Underwriter; states the Series 2024 bonds are unrated and will be offered initially only to accredited investors.

➤ Delegates authority to the Chair to execute the Bond Purchase Contract, to avoid scheduling a Special Meeting.

Mr. Gang stated that the bonds can be amortized for a maximum term allowed by Florida law, which is currently 30 years. The Underwriter discount is 2%; therefore, the price of the bonds cannot be less than 98%, exclusive of any original issue discount offered to purchasers. He noted that Schedule I lists the total CIP estimated infrastructure cost at \$15,949,664, as described in the Engineer's Report.

On MOTION by Mr. Matt and seconded by Mr. McKay, with all in favor, Resolution 2024-37, Authorizing the Issuance of Its Peace Creek Village Community Development District Special Assessment Bonds, Series 2024 (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2024 Bonds and Awarding the series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-38, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2024; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution;

Confirming The Maximum Assessment Lien
Securing the Bonds; Addressing the
Allocation and Collection of the
Assessments Securing the Bonds;
Addressing Prepayments; Addressing True-
Up Payments; Providing for the
Supplementation of the Improvement Lien
Book; and Providing for Conflicts,
Severability and an Effective Date

Ms. Kilinski presented Resolution 2024-38, which accomplishes the following:

- Levies the actual lien securing the Series 2024 bonds in the amount of the assessments necessary to repay the bond, in conformance of the Engineer's Report and the Supplemental Assessment Methodology Report, which will be updated after pricing, based on the actual interest rate in which the bonds are priced.
- Adopts the Engineer's and Methodology Reports reviewed in this and prior meetings.
- Confirms the maximum assessment lien based on the proceedings previously taken and essentially allows the CDD to close the bonds without the need for a Special Meeting.
- Directs Staff to attach, as Exhibit D, the maturities and coupon of the bonds, the sources and uses and annual debt service after pricing.
- This Resolution will become the official record of the CDD for the take down Resolution.
- Directs Staff to record a Notice of Assessment and recognizes certain prepayments and true-up provisions already previously discussed.

On MOTION by Ms. Matt and seconded by Mr. Williams, with all in favor, Resolution 2024-38, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2024; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming The Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Ancillary Documents

Ms. Kilinski presented the following and requested approval of all, in substantial form, as they will be updated with the actual bond pricing terms:

- A. Acquisition Agreement
- B. Collateral Assignment
- C. Completion Agreement
- D. Declaration of Consent
- E. True Up Agreement
- F. Mortgagee Special Assessment Acknowledgment

On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the Acquisition Agreement, Collateral Assignment, Completion Agreement, Declaration of Consent, True Up Agreement and Mortgagee Special Assessment Acknowledgment, all in substantial form, were approved.

TENTH ORDER OF BUSINESS**Update: Financing Schedule**

This item was discussed during the Fifth Order of Business.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-39, Authorizing the District Engineer, or Another Individual Designated by the Board of Supervisors, to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date

Mr. Wrathell presented Resolution 2024-39, which authorizes District Staff to serve as the CDD's Purchasing Agent in order for the CDD to direct purchase certain construction

materials to take advantage of the CDD's tax exempt status, once the contracts are assigned over to the CDD.

Ms. Kilinski stated that the DTO forms were sent to Tucker Paving, Inc., so they can start utilizing them.

On MOTION by Ms. Matt and seconded by Mr. McKay, with all in favor, the Resolution 2024-39, Authorizing the District Engineer, or Another Individual Designated by the Board of Supervisors, to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS

Consideration of Construction Funding Agreement

Ms. Kilinski presented the documents behind the Twelfth, Thirteenth and Fourteenth Orders of Business, which will be approved under one motion. All are related to the CDD's CIP. She received the following executed documents today:

- The Assignment of the Construction Contract in the amount of \$12,200,000 from Tucker Paving, Inc.
- The Demand Note Agreement, which will be attached to the Assignment Contract.
- The Work Product Acquisition Package, which authorizes the CDD to acquire the work product from Sloan Engineering for the construction plans currently being constructed by the CDD's contractor, Tucker Paving, Inc.

Ms. Kilinski stated that, pursuant to the Acquisition Agreement, the Developer will be reimbursed \$216,317.35 from the construction account for advance funding work product, via Requisition #1, once the bonds close.

On MOTION by Mr. Williams and seconded by Ms. Matt, with all in favor, the Construction Funding Agreement, Assignment of Construction Contract and Items Related Thereto and Work Product Acquisition Package, were approved.

Mr. Wrathell stated that he received the updated bond run numbers from Dillon Schwartz; the \$1,000 that they ran the numbers on was principal and interest only. He advised Mr. Matt that the \$1,650 amount is for principal and interest only; if this is problematic with his contract, it can be adjusted. Mr. Matt stated he does not think it will be an issue.

THIRTEENTH ORDER OF BUSINESS**Consideration of Assignment of Construction Contract and Items Related Thereto**

This item was presented during the Twelfth Order of Business.

FOURTEENTH ORDER OF BUSINESS**Consideration of Work Product Acquisition Package**

This item was presented during the Twelfth Order of Business.

FIFTEENTH ORDER OF BUSINESS**Consideration of Resolution 2024-16, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date**

This item was deferred.

Staff will present a regular “as needed” meeting schedule, similar to the Varrea South CDD schedule. A meeting will be scheduled in May to present the proposed Fiscal Year 2025 budget and all the ratification items.

SIXTEENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of December 31, 2023**

On MOTION by Mr. Blakley and seconded by Ms. Matt, with all in favor, Unaudited Financial Statements as of December 31, 2023, were accepted.

SEVENTEENTH ORDER OF BUSINESS**Approval of Minutes****A. December 15, 2023 Continued Landowners’ Meeting**

B. December 15, 2023 Public Hearings and Regular Meeting

On MOTION by Mr. Blakley and seconded by Mr. McKay, with all in favor, the December 15, 2023 Continued Landowners' Meeting and December 15, 2023 Public Hearings and Regular Meeting Minutes, both as presented, were approved.

EIGHTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski|Van Wyk PLLC**

- Ethics Training for Special District Supervisors and Form 1**

Ms. Kilinski reminded the Board Members that they have until December 31, 2024 to complete the required four-hour ethics training course, as outlined in the memorandum, which also contains links to courses. Mr. Wrathell noted that the memorandum also includes a link to start filing Form 1 electronically with the Commission on Ethics, instead of with the Supervisors of Election office; Form 1 is due by July 1, 2024.

B. District Engineer: Sloan Engineering Group, Inc.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING Date: TBD**

- Quorum Check**

Mr. Torres will email notifications for the next meeting date.

NINETEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWENTIETH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWENTY-FIRST ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Blakley and seconded by Mr. Matt, with all in favor, the meeting adjourned at 12:17 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair