

*Peace Creek Village  
Community Development District*

*Meeting Agenda*

*May 1, 2025*

# AGENDA

# *Peace Creek Village*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

April 24, 2025

### **Board of Supervisors Meeting Peace Creek Village Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Peace Creek Village Community Development District** will be held on **Thursday, May 1, 2025**, at **1:00 PM** at the **Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850**.

**Zoom Video Link:** <https://us06web.zoom.us/j/82514599926>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 825 1459 9926

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the February 6, 2025 Board of Supervisors Meeting
4. Ratification of District Management Services Agreement with Governmental Management Services—Central Florida, LLC
5. Ratification of Resolution 2025-10 Providing for the Removal and Appointment of Officers of the District
6. Ratification of Resolution 2025-11 Appointing and Fixing Compensation of the District Manager
7. Ratification of Resolution 2025-12 Establishing a Local Bank Account for the District and Appointing Signors on the Account
8. Ratification of Assignment Documents and Demand Note
9. Ratification of HOA Agreement
10. Consideration of Resolution 2025-13 Approving the Proposed Fiscal Year 2025/2026 Budget (Suggested Date: August 7, 2025), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2025/2026 Budget and the Imposition of Operations and Maintenance Assessments
11. Consideration of Resolution 2025-14 Ratifying Series 2025 Bonds
12. Consideration of Disclosure of Public Financing
13. Consideration of Resolution 2025-15 Authorizing the Use of Electronic Documents and Signatures
14. Consideration of Resolution 2025-16 Re-Designating a Registered Agent for the District
15. Consideration of Resolution 2025-17 Re-Designating the Primary Administrative Office and Principal Headquarters of the District
16. Consideration of Resolution 2025-18 Appointing an Assistant Secretary
17. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Presentation of Number of Registered Voters—0
18. Other Business
19. Supervisors Requests and Audience Comments
20. Adjournment

# MINUTES



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

The Board of Supervisors of the Peace Creek Village Community Development District held Public Hearings and a Regular Meeting on February 6, 2025 at 1:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

**Present:**

David Matt	Chair
Kristen Matt	Vice Chair
John Blakley	Assistant Secretary
John McKay	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Grace Rinaldi	District Counsel
Steve Sloan (via telephone)	District Engineer
Sarah Sandy (via telephone)	Lender's Counsel, Kutak Rock LLP

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 1:00 p.m. Supervisors David Matt, Kristen Matt, Blakley and McKay were present. Supervisor Williams was absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

- **Acceptance of Resignation of Peter Williams (Seat 5) and Consideration of Appointment to Fill Unexpired Term of Seat 5**

**This item was an addition to the agenda.**

Mr. Torres presented Mr. Peter Williams's resignation.

**On MOTION by Ms. Matt and seconded by Mr. Matt, with all in favor, the resignation of Mr. Peter Williams from Seat 5, was accepted.**

Ms. Matt nominated Mr. Allen Keen to fill Seat 5. No other nominations were made.

On MOTION by Ms. Matt and seconded by Mr. Matt, with all in favor, the appointment of Mr. Allen Keen to Seat 5, was approved.

**THIRD ORDER OF BUSINESS**

**Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date**

**A. Affidavit/Proof of Publication**

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.

**B. Consideration of Resolution 2025-05, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Peace Creek Village Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date**

Mr. Torres presented Resolution 2025-05.

On MOTION by Mr. McKay and seconded by Mr. Blakley, with all in favor, Resolution 2025-05, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Peace Creek Village Community Development District in

Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

**FOURTH ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements**

**On MOTION by Ms. Matt 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.**

**A. Affidavit/Proof of Publication****B. Mailed Notice to Property Owner(s)**

Ms. Rinaldi noted the following:

- The Maximum Annual Assessment Value Per unit will be \$67,232.14, which is lower than the noticed Proposed Maximum Principal Per Unit/Acre of \$67,425.60.
- The Notice provided a maximum annual revenue of \$2,163,856.80; the amount will be decreased based on the revised annual maximum assessment value per unit.
- The Mailed Notice included a Legal Description that contained approximately 88 acres and the Boundary Amendment parcel was approximately 84 acres.

**C. Supplemental Engineer's Report (for informational purposes)**

Mr. Sloan stated construction of the project is moving very quickly now and nearing completion. Staff is gathering the as-built information for the water, sewer and drainage systems and is very close to submitting it to the City for final signatures and will then submit it to the Health Department and the Florida Department of Environmental Protection (FDEP) for final closeout. The Plat of the project is nearly complete; it is hoped that the Plat approval will be on the City's February 24, 2025 agenda.

The following questions were posed and answered:

**Ms. Rinaldi:** Can you confirm that there have not been any changes to the Engineer's Report since it was last presented to the Board?

**Mr. Sloan:** With the exception of the additional property, which I believe that you might have seen, that is correct.

**Ms. Rinaldi:** Based on your experience, are the cost estimates in your Engineer's Report, as supplemented, reasonable and proper?

**Mr. Sloan:** Yes.

**Ms. Rinaldi:** Do you have any reason to believe the Capital Improvement Plan cannot be carried out by the District?

**Mr. Sloan:** No, I do not.

**D. Series 2025 Assessment Area Master Special Assessment Methodology Report (for informational purposes)**

Mr. Torres stated that the Master Special Assessment Methodology Report was changed since it was approved in substantial form at the last meeting. The changes were as follows:

- Paragraph 2.1: The language related to the acreage was updated.
- Paragraph 4.2: The amount of the bond was updated and the Series 2025 Project cost total was updated to an estimated \$6,774,983.33.
- The Tables beginning on Page 14 were updated.
- The annual Debt Service bond assessment for the 336 single-family units will be \$1,774.19.

Ms. Rinaldi stated that Table 6A reflects the correct par amount of bonds is \$22,590,000.

The following questions were posed and answered:

**Ms. Rinaldi:** In your professional opinion, do the lands subject to the assessments receive special benefits from the District's Capital Improvement Plan?

**Mr. Torres:** Yes.

**Ms. Rinaldi:** In your professional opinion, are the master assessments reasonably apportioned among the lands subject to the special assessments?

**Mr. Torres:** Yes.

**Ms. Rinaldi:** In your professional opinion, is it reasonable, proper and just to assess the costs of the Capital Improvement Plan as a system of improvements against the lands in the District, in accordance with your Methodology?

**Mr. Torres:** Yes.

**Ms. Rinaldi:** Is it your opinion that the special benefits the lands will receive, as set forth in the final assessment roll, will be equal to or in excess of the maximum master assessments thereon when allocated, as set forth in the Methodology?

**Mr. Torres:** Yes.

**Ms. Rinaldi:** Is it your opinion that it is in the best interest of the District that the master assessments be paid and collected in accordance with the Methodology and the District's assessment resolutions?

**Mr. Torres:** Yes.

It was noted that the 336 lots are comprised of 166 50' lots and 170 40' lots.

- **Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.**

No affected property owners or members of the public spoke.

- **Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.**

The Board, sitting as the Equalizing Board, had no questions and made no changes.

- E. Consideration of Resolution 2025-06, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on the Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170, 190, and 197, Florida Statutes; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date**

Mr. Torres presented Resolution 2025-06.

<p><b>On MOTION by Mr. Blakley and seconded by Ms. Matt, with all in favor, Resolution 2025-06, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on the Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection</b></p>
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**of Such Special Assessments by the Methods Provided for by Chapters 170, 190, and 197, Florida Statutes; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-07, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 ("2025 Bonds"); 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 2025 Bonds; Addressing the Allocation and Collection of the 2025 Assessments Securing the 2025 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. Rinaldi presented Resolution 2025-07, which accomplishes the following:

- Approves the Reports previously presented in substantial form and sets forth findings based on the information in those Reports.
- Authorizes District Officers and Staff to take all actions necessary to complete the process of levying assessments, which will expedite the process and allow flexibility at closing.
- Confirms the maximum assessment lien and confirms that the assessments as projected will be in accordance with that maximum assessment lien.
- Sets forth terms of allocation and collection, impact fee credits, terms of prepayment, application of True-Up payments, if they should apply, etc.

**On MOTION by Mr. Matt and seconded by Mr. Blakley, with all in favor, Resolution 2025-07, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 ("2025 Bonds"); 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 2025 Bonds; Addressing the Allocation and Collection of the 2025 Assessments Securing the 2025 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.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-08, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date**

Mr. Torres presented Resolution 2025-08.

**On MOTION by Mr. Blakley and seconded by Ms. Matt, with all in favor, Resolution 2025-08, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-09, Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website; Granting the Authority to Execute a Participation Agreement with Polk County; Approving the Form of Government Agency Order; Providing for Notice of the Use of Publicly Accessible Website; Authorizing the District Manager to Take All Actions Necessary to Comply with Chapter 50, Florida Statutes and Polk County Ordinance 2024-041 and Implementing Resolutions; Providing for Conflicting Provisions; Providing a Severability Clause; Providing an Effective Date**

Ms. Rinaldi presented 2025-09. This Resolution enables the CDD to execute the necessary documents to utilize Polk County's publicly accessible website for the purposes of Notices and Advertisements, resulting in a cost savings.

On MOTION by Mr. Blakley and seconded by Ms. Matt, with all in favor, Resolution 2025-09, Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website; Granting the Authority to Execute a Participation Agreement with Polk County; Approving the Form of Government Agency Order; Providing for Notice of the Use of Publicly Accessible Website; Authorizing the District Manager to Take All Actions Necessary to Comply with Chapter 50, Florida Statutes and Polk County Ordinance 2024-041 and Implementing Resolutions; Providing for Conflicting Provisions; Providing a Severability Clause; Providing an Effective Date, was adopted.

**EIGHTH ORDER OF BUSINESS****Consideration of Construction Funding Agreement**

Mr. Torres presented the Construction Funding Agreement.

On MOTION by Mr. McKay and seconded by Mr. Blakley, with all in favor, the Construction Funding Agreement, was approved.

**NINTH ORDER OF BUSINESS****Consideration of Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement**

Ms. Rinaldi presented the Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement.

On MOTION by Mr. Blakley and seconded by Ms. Matt, with all in favor, the Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement, was approved.

**TENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of December 31, 2024**

On MOTION by Ms. Matt and seconded by Mr. Blakley, with all in favor, Unaudited Financial Statements as of December 31, 2024, were accepted.

**ELEVENTH ORDER OF BUSINESS****Approval of January 2, 2025 Regular Meeting Minutes**



Ms. Rinaldi stated that her office submitted changes to the January 2, 2025 Regular Meeting Minutes.

**On MOTION by Mr. Matt and seconded by Ms. Matt, with all in favor, the January 2, 2025 Regular Meeting Minutes, as amended to include edits previously submitted to Management, were approved.**

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

Ms. Rinaldi stated that the documents for the bond issuance, which were approved in substantial form, will be readied for execution.

**B. District Engineer: Sloan Engineering Group, Inc.**

There was no report.

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

There was no report.

- **NEXT MEETING DATE: March 6, 2025 at 1:00 PM**
  - **Quorum Check**

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

There were no Board Members' comments or requests.

**FOURTEENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**FIFTEENTH ORDER OF BUSINESS****Adjournment**

**On MOTION by Mr. Blakley and seconded by Mr. McKay, with all in favor, the meeting adjourned at 1:23 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

## SECTION IV

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN  
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
AND GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL  
FLORIDA, LLC**

Date of Agreement: April 10<sup>th</sup>, 2025

Between: Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801

(Hereinafter referred to as "Manager");

And: Peace Creek Village Community Development District  
A unit of special purpose local government located in  
Polk County, Florida

(Hereinafter referred to as "District").

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND  
ACCOUNTING SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

### Records

- The Manager will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws.

### District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1<sup>st</sup> of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.
  - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.

- File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
- Transmit Public Facilities Report and related updates to appropriate agencies.
- Prepare and file annual public depositor report.

### Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law, and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

### Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

### Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

#### *Capital Program Administration*

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

#### *Maintenance Contract Administration*

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

### FINANCIAL SERVICES

#### *Assessments & Revenue Collection*

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.

- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

#### FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

#### DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

#### TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.



In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

#### GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.
6. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and

all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Contract or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

7. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Nothing in this Contract 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.
8. Any amendment or change to this Contract shall be in writing and executed by all parties.
9. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this

Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

10. Manager shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of the Manager to comply with Section 119.0701, Florida Statutes, may subject the Manager to penalties pursuant to Section 119.10, Florida Statutes. In the event Manager fails to comply with this section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE MANAGER MAY CONTACT THE MANAGER CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

GOVERNMENTAL MANAGEMENT SERVICES-  
CENTRAL FLORIDA, LLC  
219 EAST LIVINGSTON STREET  
ORLANDO, FLORIDA 32801  
TELEPHONE: (407) 841-5524  
EMAIL: JBURNS@GMSCFL.COM

#### NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Peace Creek Village Community Development  
District 219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Chairperson

With a copy to:

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

If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Jill Burns

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

Board of Supervisors Peace  
Creek Village Community  
Development District



Secretary / Assistant Secretary



Chairperson

Governmental Management  
Services – Central Florida, LLC



Witness

  
George S. Flint, Vice President

**EXHIBIT A**  
**DISTRICT MANAGEMENT FEE SCHEDULE**  
**2025**

Management, Administrative, and Accounting Services	
<ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments (plus reimbursables)</li> </ul>	\$ 40,000
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)	\$ 6,000
Information Technology Fees & Annual Website Maintenance	
<ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments (Does not include cost of creation of ADA compliant website, if applicable)</li> </ul>	\$ 3,000
Dissemination Agent Services	
<ul style="list-style-type: none"> <li>Annual Fee for 1<sup>st</sup> Bond Issuance*</li> <li>(\$1,000 for each additional series of Bonds)</li> </ul>	\$ 5,000
Other Services**	
<ul style="list-style-type: none"> <li>Bond Issuance Cost (per bond issue)</li> <li>Assessment Methodology Preparation</li> <li>SERC Preparation &amp; Assistance w/ Petition</li> <li>Pre-paid Assessment Collection Fee (per lot/unit) <ul style="list-style-type: none"> <li>Estoppel Fee - One Lot</li> <li>Estoppel Fee - Multiple Lots</li> <li>Estoppel Fee - Partial payoffs</li> </ul> </li> <li>Field Services/Contract Administration <ul style="list-style-type: none"> <li>At time of landscaping turnover</li> <li>Amenity Management</li> </ul> </li> </ul>	\$ 15,000 \$ 15,000 \$ 2,500 \$100 \$250 \$299 \$ 15,000 TBD based on units

\*Does not include the costs of any software the District may request the Dissemination Agent use to furnish these services.

\*\*Costs for other services shall be by separate agreement, budget approval, or work authorization and may be adjusted based upon the scope of services provided.

## SECTION V

## RESOLUTION 2025-10

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, due to the impending change of the District’s management company effective April 10, 2025, the Board of Supervisors of the District desires to provide for the appointment and removal of a Treasurer, Assistant Treasurers, Secretary and Assistant Secretaries.

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

Section 1. Jill Burns is appointed Secretary effective April 10, 2025. Effective April 10, 2025, the existing Secretary Craig Wrathell is removed.

Section 2. George Flint is appointed Assistant Secretary effective April 10, 2025. Effective April 10, 2025, Ernesto Torres are removed as an Assistant Secretary.

Section 3. George Flint is appointed Treasurer effective upon the adoption of this Resolution. Effective April 10, 2025, the existing Treasurer Craid Wrathell is removed.

Section 4. Katie Costa and Darrin Mossing Sr are appointed Assistant Treasurers effective upon the adoption of this Resolution. Effective April 10, 2025, the existing Assistant Treasurer Jeffrey Pinder is removed.

Section 5. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF APRIL 2025.**

**ATTEST:**

Jill Burns  
ASSISTANT SECRETARY

**PEACE CREEK VILLAGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

DocuSigned by:  
David Matt  
F98C61EC633E401  
CHAIRMAN

## SECTION VI



## **RESOLUTION 2025-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL DISCLOSURE COORDINATOR; APPOINTING A REGISTERED ASSESSMENT CONSULTANT IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, 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*, being situated entirely within the City of Davenport, Florida; and

**WHEREAS**, pursuant to Section 190.007(1), *Florida Statutes*, the Board of Supervisors of the District (the “Board”) desires to employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a Financial Disclosure Coordinator to create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, the Board of Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District; and

**WHEREAS**, the Board desires to appoint an Assessment Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

**WHEREAS**, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to, directing the assigned Trustee; to invest District funds consistent with any and all Indentures and to maximize return; and

**WHEREAS**, the Board has determined that the appointment of a Financial Disclosure Coordinator, Assessment Consultant and Investment Representative is necessary; and

**WHEREAS**, the Board desires to appoint a District Manager, Financial Disclosure Coordinator, Assessment Consultant, and Investment Representative, and to provide compensation for their services.

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

**SECTION 1.** Governmental Management Services – Central Florida LLC, is appointed as District Manager, Financial Disclosure Coordinator, Assessment Consultant, and Designated Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

**SECTION 2.** This authorization shall be continuing in nature until revoked by the District.

**SECTION 3.** This Resolution shall become effective April 10, 2025

**PASSED AND ADOPTED** this 10<sup>th</sup> day of April 2025.

ATTEST:

*Jill Burns*

Secretary / Assistant Secretary

**Exhibit A:** District Management Fee Agreement

**PEACE CREEK VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
*David Matt*  
F98C61FC633F401...

Chairperson, Board of Supervisors

**Exhibit A**  
District Management Fee Agreement

**EXHIBIT A**  
**DISTRICT MANAGEMENT FEE SCHEDULE**  
**2025**

Management, Administrative, and Accounting Services	
<ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments (plus reimbursables)</li> </ul>	\$ 40,000
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)	\$ 6,000
Information Technology Fees & Annual Website Maintenance	
<ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments (Does not include cost of creation of ADA compliant website, if applicable)</li> </ul>	\$ 3,000
Dissemination Agent Services	
<ul style="list-style-type: none"> <li>Annual Fee for 1<sup>st</sup> Bond Issuance*</li> <li>(\$1,000 for each additional series of Bonds)</li> </ul>	\$ 5,000
Other Services**	
<ul style="list-style-type: none"> <li>Bond Issuance Cost (per bond issue)</li> <li>Assessment Methodology Preparation</li> <li>SERC Preparation &amp; Assistance w/ Petition</li> <li>Pre-paid Assessment Collection Fee (per lot/unit) <ul style="list-style-type: none"> <li>Estoppel Fee - One Lot</li> <li>Estoppel Fee - Multiple Lots</li> <li>Estoppel Fee - Partial payoffs</li> </ul> </li> <li>Field Services/Contract Administration <ul style="list-style-type: none"> <li>At time of landscaping turnover</li> <li>Amenity Management</li> </ul> </li> </ul>	\$ 15,000 \$ 15,000 \$ 2,500 \$100 \$250 \$299 \$ 15,000 TBD based on units

\*Does not include the costs of any software the District may request the Dissemination Agent use to furnish these services.

\*\*Costs for other services shall be by separate agreement, budget approval, or work authorization and may be adjusted based upon the scope of services provided.

## SECTION VII

**RESOLUTION 2025-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT DIRECTING GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT TRUIST FOR THE DISTRICT AND APPOINT JILL BURNS, GEORGE FLINT, KATIE COSTA AND DARRIN MOSSING SR. AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, 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*, and situated entirely within the City of Davenport, Florida; and

**WHEREAS**, the District’s Board of Supervisors desires to establish a local bank account for the District and appoint Jill Burns, George Flint, Katie Costa, and Darrin Mossing Sr as signors on the account.

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

**SECTION 1.** Governmental Management Services – Central Florida LLC, is directed to establish a local bank account at Truist for the District.

**SECTION 2.** Jill Burns, George Flint, Katie Costa and Darrin Mossing Sr shall be appointed as signors on the account.


**SECTION 3.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of April 2025.

ATTEST:

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

**PEACE CREEK VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
  
\_\_\_\_\_  
F98C61FC633F401...  
Chairperson, Board of Supervisors

## SECTION VIII

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned, personally appeared Kristen Matt, as Manager of ERPC Peace Creek, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Kristen Matt, as Manager and authorized representative for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Peace Creek Village Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Brockman Site Development, LLC ("**Contractor**"), dated January 30, 2025, including all change orders approved to date, and attached hereto as **Exhibit A**, either
  - a. ☒ was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
  - b. \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has:
  - a. \_\_\_\_\_ furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
  - b. \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
  - c. ☒ Developer will furnish a demand note agreement in satisfactory form to the District.



(vi) Developer

- a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or
- b. \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 10 day of March 2025.

ERPC Peace Creek, LLC

Marcia Bexley  
MARCIA BEXLEY  
[Print Name]

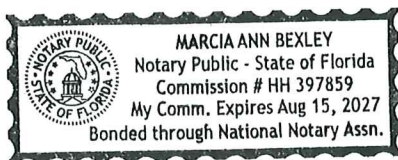
By: Kristen Matt  
Name: Kristen Matt, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10<sup>th</sup> day of March 2025, by Kristen Matt, as Manager of ERPC Peace Creek, LLC, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Marcia Ann Bexley  
Notary Public Signature



**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Brockman Site Development, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement between ERPC Peace Creek LLC and Contractor dated January 30, 2025 ("**Contractor Agreement**"), has been assigned to the Peace Creek Village Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor acknowledges and accepts that this assignment is subject to the terms and conditions attached hereto as **Exhibit A**, which represents the Construction Contract.
- (iii) Contractor represents and warrants that either:
  - a. \_\_\_\_\_ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. ☒ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iv) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (v) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this 6 day of March 2025.

**Brockman Site Development, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Todd Luke  
PRESIDENT

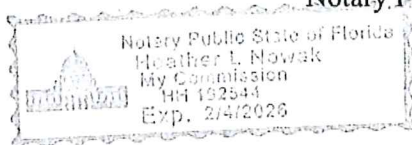
STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of March 2025, by Todd Luke, as president of Brockman Site Development, LLC, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

[Signature]  
Notary Public Signature



**ADDENDUM ("ADDENDUM") TO CONTRACTOR AGREEMENT ("CONTRACT")  
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

1. **ASSIGNMENT.** This Addendum applies to that certain contract between the Peace Creek Village Community Development District (the "**District**") and Brockman Site Development, LLC (the "**Contractor**"), which Contract was assigned to the District simultaneous with the execution of this Addendum. The Contract assignment to District was made subject to those terms and conditions contained in **Exhibit A** (collectively, the "**Contract**"). To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. All insurance policies shall be considered primary and non-contributory with respect to the additional insureds, and all required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials (the "**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

6. **PUBLIC RECORDS.** Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

7. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

8. **NOTICES.** Notices provided to the District pursuant to the Contract shall be provided as follows:

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 E. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

9. **SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, regarding the Scrutinized Companies with Activities in Sudan List and Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, *Florida Statutes*, and the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes* and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**. If Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors 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 the Contract.

10. **PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit C**.

11. **TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit D**.


12. **DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit E**.

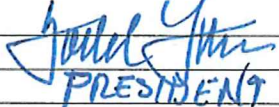
13. **CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

14. **ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit F** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

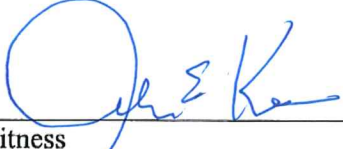
IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.


**BROCKMAN SITE DEVELOPMENT, LLC,**  
a Florida limited liability company

  
Witness  
Heather Nawak  
Print Name of Witness

By:   
Its: PRESIDENT

**PEACE CREEK VILLAGE  
COMMUNITY DEVELOPMENT DISTRICT**

  
Witness  
Alan E. Ksen  
Print Name of Witness

  
By: David Matt  
Its: Chairman, Board of Supervisors

- Exhibit A:** Construction Contract
- Exhibit B:** Scrutinized Companies Statement
- Exhibit C:** Public Entity Crimes Statement
- Exhibit D:** Trench Safety Act Statement
- Exhibit E:** Discrimination Statement
- Exhibit F:** Anti-Human Trafficking Affidavit

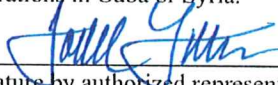


**EXHIBIT A**  
**CONSTRUCTION CONTRACT**

**EXHIBIT B**  
**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,**  
**REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR**  
**SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS**  
**LIST**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Peace Creek Village Community Development District by \_\_\_\_\_  
\_\_\_\_\_  
(print individual's name and title) for Brockman Site Development, LLC  
whose business address is 4000 Pipe Down Cove, Sanford, Florida 32771.
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with ERPC Peace Creek, LLC to the Peace Creek Village Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. The entity will immediately notify the Peace Creek Village Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

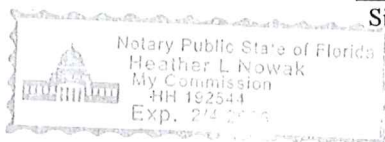
  
\_\_\_\_\_  
Signature by authorized representative of Contractor

STATE OF FLORIDA  
COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 6 day of March 2025, by Todd Luke, as president [title/official capacity] of Brockman Site Development, LLC.

  
\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

(SEAL)



**EXHIBIT C**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Peace Creek Village Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for Brockman Site Development, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 4000 Pipe Down Cove, Sanford, Florida 32771

- 
4. Contractor's Federal Employer Identification Number (FEIN) is 27-1395496

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

X The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 6 day of March 2025.

Subcontractor: BROCKMAN SITE DEVELOPMENT

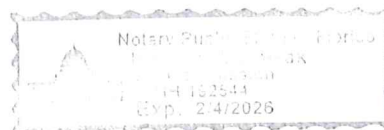
By: [Signature]

Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of March 2025, by Todd Luke of Brockman Site Development, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☐ take the oath.

[Signature]  
Notary Public, State of Florida







**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
TRENCH BOX SHORING	1	15,000	15,000
Project Total			15,000

Dated this 6 day of March 2025.

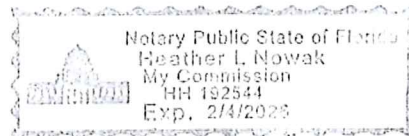
Contractor: **BROCKMAN SITE  
DEVELOPMENT, LLC**

By: Todd Luke  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of March 2025, by Todd Luke of Brockman Site Development, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Heather L. Nowak  
Notary Public, State of Florida



<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



**EXHIBIT E**  
**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,**  
**ON DISCRIMINATION**  
**PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Peace Creek Village Community Development District.
2. I, TODD LUKE (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of PRESIDENT (print individual's title) for Brockman Site Development, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 4000 Pipe Down Cove, Sanford, Florida 32771.
4. Contractor's Federal Employer Identification Number (FEIN) is 27-1395496.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

       The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

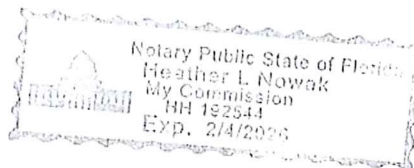
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of March 2025, by Todd Luke of Brockman Site Development, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida



**EXHIBIT F**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, TODD LUKE, as PRESIDENT, on behalf of Brockman Site Development, LLC, a Florida limited liability company (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: MARCH 6, 2025

[Remainder of page intentionally left blank]

FURTHER AFFIANT SAYETH NAUGHT.

**BROCKMAN SITE DEVELOPMENT, LLC,**  
a Florida limited liability company

By: Todd Luke  
Name: TODD LUKE  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of March 2025, by Todd Luke of Brockman Site Development, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Heather L. Flayak  
Notary Public, State of Florida



## DEMAND NOTE AGREEMENT

**WHEREAS**, on or around March \_\_, 2025, the **Peace Creek Village Community Development District** (the “District” or “Owner”) accepted assignment of a construction contract with **Brockman Site Development, LLC**, a Florida limited liability company (the “Principal”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “Contract”); and

**WHEREAS**, Section 255.05(7), *Florida Statutes*, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

**WHEREAS**, Section 255.05(7), *Florida Statutes*, in *pari materia* with 625.317, *Florida Statutes* (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), *Florida Statutes*; and

**WHEREAS**, Section 255.05(7), *Florida Statutes*, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

**WHEREAS**, the landowner, **ERPC Peace Creek, LLC** (the “Guarantor”) desires to provide this instrument (the “Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

**WHEREAS**, Guarantor is a solvent company organized as required by Section 255.05(7), *Florida Statutes*; and

**WHEREAS**, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), *Florida Statutes*, in all respects.

**NOW, THEREFORE**, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

### Section I

**BY THIS INSTRUMENT**, we, Principal and Guarantor, are bound to Owner, in the sum of up to **\$11,745,213.24** (the “Remaining Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), *Florida Statutes*, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise, it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

**THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, *FLORIDA STATUTES*, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.**

## **Section II**

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), *Florida Statutes*, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

## **Section III**

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), *Florida Statutes*, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section

255.05(7), *Florida Statutes*, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

#### **Section IV**

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

#### **Section V**

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

#### **Section VI**

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, or via e-mail to the parties, as follows:

**A. If to District:**

Peace Creek Village CDD  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager  
[torrese@whhassociates.com](mailto:torrese@whhassociates.com)

**With a copy to:**

Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: Jennifer Kilinski  
[jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)

**B. If to Guarantor:**

ERPC Peace Creek, LLC  
472 Fletcher Place  
Winter Park, Florida 32789  
Attn: David Matt  
davematt2018@gmail.com

**C. If to Principal:**

Brockman Site Development, LLC  
4000 Pipe Down Cove  
Sanford, Florida 32771  
Attn: Todd Luke

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications 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 Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification 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 parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**Section VII**

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section VIII**

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.



### **Section IX**

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

### **Section X**

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

### **Section XI**

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**Peace Creek Village  
Community Development District**

*Kristen Matt*  
Print Name: Kristen Matt

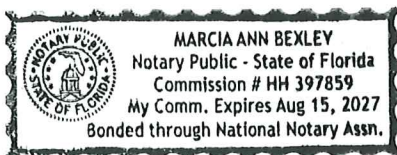
By: *David Matt*  
David Matt, Chairperson

*Marcia Bexley*  
Print Name: MARCIA BEXLEY

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization this 6th day of March 2025, by David Matt, as the Chairperson of the Peace  
Creek Village Community Development District, on behalf of the District. He ☒ is personally  
known to me or ☐ produced \_\_\_\_\_ as identification.

*Marcia Ann Bexley*  
Print Name: MARCIA ANN BEXLEY  
Notary Public, State of Florida  
Commission No.: HH 397859  
My Commission Expires: AUG 15, 2027



{Notary Seal}



Signed, sealed and delivered  
in the presence of:

**ERPC Peace Creek, LLC**  
a Florida limited liability company

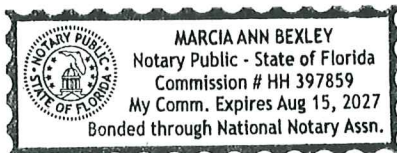
[Signature]  
Print Name: DAVID MATT

[Signature]  
Kristen Matt, Manager

[Signature]  
Print Name: MARCIA BEXLEY

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was sworn to and subscribed before me by means of ☒ physical presence  
or ☐ online notarization this 6th day of March 2025, by Kristen Matt, on behalf of ERPC Peace  
Creek, LLC, a Florida limited liability company. She ☒ is personally known to me or ☐ produced  
\_\_\_\_\_ as identification.



[Signature]  
(Signature of Notary Public)

MARCIA ANN BEXLEY  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: HH 397859

My Commission Expires: Aug 15, 2027

Signed, sealed and delivered  
in the presence of:

**Brockman Site Development, LLC**  
a Florida limited liability company

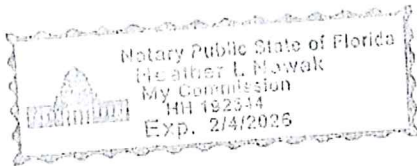
Deider Baranuk  
Print Name: Deider Baranuk

By: [Signature]  
Its: PRESIDENT

Kelly Mullins  
Print Name: Kelly Mullins

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing was sworn to and subscribed before me by means of ☒ physical presence  
or ☐ online notarization this 10 day of March 2025, by Todd Mike, on behalf of  
Brockman Site Development, LLC. He ☒ is personally known to me or ☐ produced  
\_\_\_\_\_ as identification.



[Signature]  
(Signature of Notary Public)

Heather Nowak  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: HH 192544  
My Commission Expires: 02/04/2026

**Exhibit A: Contract**

**EXHIBIT A**

## SECTION IX

**AGREEMENT BETWEEN THE PEACE CREEK VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT AND ANNABELLE ESTATES HOMEOWNERS'  
ASSOCIATION, INC., FOR FACILITY MANAGEMENT, OPERATION, AND  
OVERSIGHT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 20th day of March 2025, 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

**ANNABELLE ESTATES HOMEOWNERS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 121 Garfield Avenue, Winter Garden, Florida 32789 (“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 A** (“Services”) for the areas depicted in **Exhibit B** 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 **Joe Garrison**, 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](mailto: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:** Annabelle Estates Homeowners’  
Association, Inc.  
121 Garfield Avenue  
Winter Garden, Florida 32789  
Attn: Joe Garrison

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](mailto: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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

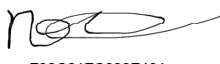
**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 26. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The Association certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Association agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

*[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**

DocuSigned by:  
  
F98C01FC033F401...  
Chairman, Board of Supervisors

**ANNABELLE ESTATES HOMEOWNERS  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

DocuSigned by:  
  
8CD7AF71DB354ED...  
Kristen Matt, Vice President

**Exhibit A:** Scope of Service  
**Exhibit B:** Service Area Ma

## **EXHIBIT A**

### **DISTRICT IMPROVEMENTS AND SCOPE OF SERVICES**

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, Entry Features & 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.
- ***Recreational Improvements*** – The recreational improvements located within the Property.

### **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:**

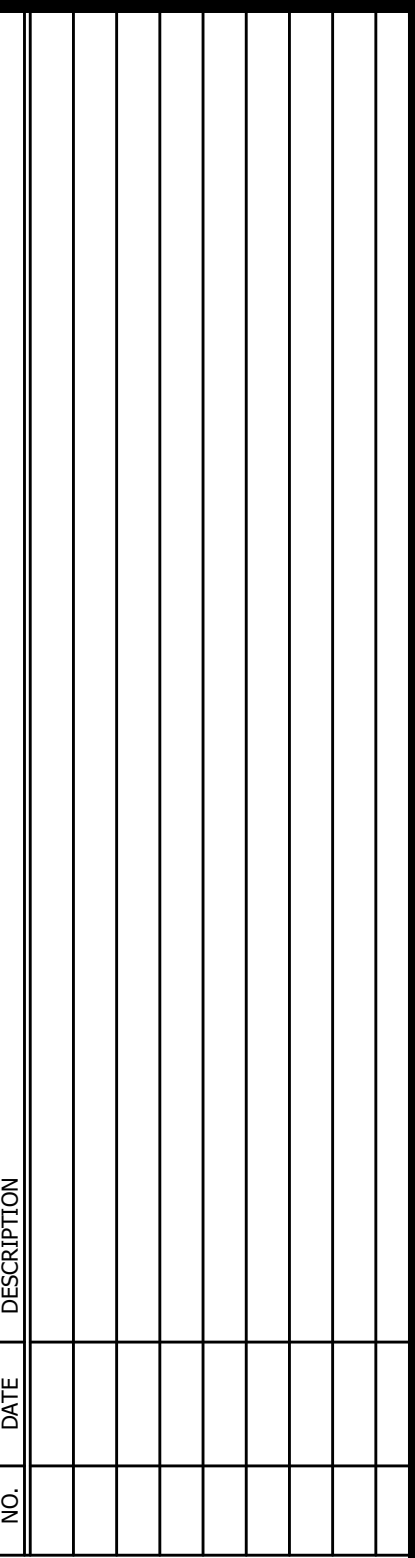
- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions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



**EXHIBIT B**  
**SERVICE AREA MAP**



0' 150' 300'



REVISION BLOCK

DESIGNED BY:	MF
DRAWN BY:	
RM	
CHECKED BY:	
MF	



PHONE: (863) 800-3046 - FAX: (863) 800-1159  
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

CLIENT: ENRIGHT REAL PROPERTY COMPANY

PROJECT: PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

# OVERALL SITE PLAN

OLD BARTOW-LAKE WALES RD, WINTER HAVEN, FL

PROJECT NO.  
2902

1

# SECTION X

## RESOLUTION 2025-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2026; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (**“Board”**) of the Peace Creek Village Community Development District (**“District”**) prior to June 15, 2025, proposed budgets (**“Proposed Budget”**) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (**“Fiscal Year 2026”**); and

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, **“Services”**) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* (**“Assessments”**), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the **District’s Office**,” c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2025, and pursuant to Chapter

170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, *Florida Statutes*, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE:	Thursday, August 7, 2025
HOUR:	1:00 p.m.
LOCATION:	Lake Alfred Public Library 245 North Seminole Avenue Lake Alfred, Florida 33850

**4. 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 sixty (60) days prior to the hearing set above.

**5. 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 (2) days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least forty-five (45) days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two (2) weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

**7. 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.

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

*[Signature page follows]*

**PASSED AND ADOPTED THIS 1<sup>ST</sup> DAY OF MAY 2025.**

ATTEST:

**PEACE CREEK VILLAGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Proposed Budget for Fiscal Year 2026

***Peace Creek Village***  
***Community Development District***

***Proposed Budget***  
***FY2026***



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**Peace Creek Village**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2025	Actuals Thru 12/31/24	Projected Next 9 months	Total Thru 9/30/25	Proposed Budget FY2026
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**Revenues**

Assessments	\$ -	\$ -	\$ -	\$ -	\$ 451,833
Developer Contributions	\$ 84,098	\$ 20,439	\$ 122,181	\$ 142,620	\$ -

<b>Total Revenues</b>	<b>\$ 84,098</b>	<b>\$ 20,439</b>	<b>\$ 122,181</b>	<b>\$ 142,620</b>	<b>\$ 451,833</b>
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**Expenditures**

**General & Administrative**

Supervisor Fees	\$ 6,000	\$ 800	\$ 1,400	\$ 2,200	\$ 12,000
Employee FICA Expense	\$ -	\$ 61	\$ 107	\$ 168	\$ 918
Engineering	\$ 2,000	\$ -	\$ -	\$ -	\$ 12,500
Attorney	\$ 25,000	\$ 19,152	\$ 57,456	\$ 76,608	\$ 25,000
Annual Audit	\$ -	\$ 4,700	\$ -	\$ 4,700	\$ 6,300
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Arbitrage	\$ -	\$ -	\$ 450	\$ 450	\$ 900
Dissemination	\$ 583	\$ 250	\$ -	\$ 250	\$ 6,000
Disclosure Software	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ 5,000
Reamortization Schedule	\$ -	\$ -	\$ -	\$ -	\$ 500
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 9,342
Management Fees	\$ 32,500	\$ 10,500	\$ 30,500	\$ 41,000	\$ 40,000
Information Technology	\$ -	\$ -	\$ 900	\$ 900	\$ 1,800
Website Maintenance	\$ 1,890	\$ -	\$ 600	\$ 600	\$ 1,200
Postage & Delivery	\$ 500	\$ -	\$ 500	\$ 500	\$ 1,000
Telephone	\$ 200	\$ 50	\$ -	\$ 50	\$ -
Insurance	\$ 5,500	\$ 5,500	\$ -	\$ 5,500	\$ 6,325
Copies	\$ 500	\$ 125	\$ 250	\$ 375	\$ 500
Legal Advertising	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	\$ 6,500
Contingency	\$ 750	\$ 239	\$ 405	\$ 644	\$ 2,500
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 100
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175

<b>Total General &amp; Administrative:</b>	<b>\$ 84,098</b>	<b>\$ 43,552</b>	<b>\$ 99,068</b>	<b>\$ 142,620</b>	<b>\$ 144,560</b>
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**Peace Creek Village**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2025	Actuals Thru 12/31/24	Projected Next 9 months	Total Thru 9/30/25	Proposed Budget FY2026
<b><u>Operations &amp; Maintenance</u></b>					
<b><u>Field Services</u></b>					
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 46,200
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 13,200
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 9,240
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 33,000
Electric	\$ -	\$ -	\$ -	\$ -	\$ 2,750
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 2,750
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,750
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 5,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 11,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 5,500
<b>Subtotal Field Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 154,890</b>
<b><u>Amenity Expenditures</u></b>					
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 8,800
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 11,000
Internet	\$ -	\$ -	\$ -	\$ -	\$ 2,200
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 1,964
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 13,420
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 13,750
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 19,250
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 11,000
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 11,000
<b>Subtotal Amenity Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 102,384</b>
<b>Total Operations &amp; Maintenance:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 257,274</b>
<b><u>Other Financing Sources/(Uses)</u></b>					
Transfer Out - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>Total Other Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>
<b>Total Expenditures</b>	<b>\$ 84,098</b>	<b>\$ 43,552</b>	<b>\$ 99,068</b>	<b>\$ 142,620</b>	<b>\$ 451,833</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (23,113)</b>	<b>\$ 23,113</b>	<b>\$ -</b>	<b>\$ (0)</b>

Product	Assessable Units	Net Assessment	Net Per Unit (7%)	Gross Per Unit
Phase 1 - Townhomes	38	\$23,427	\$616.49	\$662.89
Phase 1 - Single Family	286	\$352,631	\$1,232.98	\$1,325.78
Phase 2 - Unplatted (Admin)	336	\$75,775	\$225.52	\$242.50
	<b>660</b>	<b>\$451,833</b>		

# Peace Creek Village

## Community Development District

### General Fund Narrative

#### **Revenues:**

##### Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

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#### **Expenditures:**

##### **General & Administrative:**

##### Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

##### Engineering

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### Attorney

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

##### Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

##### Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

##### Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2024 & 2025 bonds.

##### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based on the Series 2024 & 2025 bonds.

# **Peace Creek Village**

## **Community Development District**

### **General Fund Narrative**

#### Disclosure Software

The District has contracted with DTS to provide software platform for filing various reports required in accordance with the Continuing Disclosure Agreements for the various bond issue(s).

#### Re-amortization Schedule

Represents the cost of having revised amortization schedules issued on the District's bonds when extraordinary redemptions are made.

#### Trustee Fees

The District will incur trustee related costs with the issuance of its' Series 2024 & 2025 bonds.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

**Peace Creek Village**  
**Community Development District**  
**General Fund Narrative**

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

**Operations & Maintenance:**

**Field Services**

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Lake Maintenance

Represents the estimated cost for the care and maintenance of the Districts lakes which includes shoreline grass, brush, and vegetation control.

Streetlights

Represents the cost to maintain streetlights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

**Peace Creek Village**  
**Community Development District**  
**General Fund Narrative**

*Sidewalk & Asphalt Maintenance*

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

*Irrigation Repairs*

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

*General Repairs & Maintenance*

Represents estimated costs for general repairs and maintenance of the District's common areas.

*Contingency*

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

**Amenity Expenses**

*Amenity - Electric*

Represents estimated electric charges for the District's amenity facilities.

*Amenity - Water*

Represents estimated water charges for the District's amenity facilities.

*Internet*

Internet service will be added for use at the Amenity Center.

*Pest Control*

The District will incur costs for pest control treatments to its amenity facilities.

*Janitorial Services*

Represents costs to provide janitorial services and supplies for the District's amenity facilities.

*Security Services*

Represents the cost of contracting a monthly security service for the District's amenity facilities.

*Pool Maintenance*

Represents the costs of regular cleaning and treatments of the District's pool.

*Amenity Repairs & Maintenance*

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

**Peace Creek Village**  
**Community Development District**  
**General Fund Narrative**

*Amenity Access Management*

Provides access card issuance through registration, proof of residency, and photo identification. The team also provides keycard troubleshooting for issues and concerns related to access control. Staff reviews security concerns and amenity policy violations via remote camera monitoring on an as-needed basis. Seamless facility rental management for clubhouses, meeting rooms and pavilions. and rentals Districts are provided electronic communication for District news and direct remote customer service through phone and email directly to the Amenity Access Team.

*Contingency*

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

**Other Financing Sources/(Uses)**

*Transfer Out – Capital Reserve*

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

**Peace Creek Village**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Fund Series 2024**

Description	Adopted Budget FY2025	Actuals Thru 12/31/24	Projected Next 9 months	Projected Thru 9/30/25	Proposed Budget FY2026
<b>Revenues</b>					
Assessments	\$ 509,789	\$ -	\$ 509,787	\$ 509,787	\$ 509,787
Interest	\$ -	\$ 7,628	\$ 10,171	\$ 17,799	\$ 8,899
Carry Forward Surplus <sup>(1)</sup>	\$ 217,231	\$ 210,857	\$ -	\$ 210,857	\$ 226,343
<b>Total Revenues</b>	<b>\$ 727,020</b>	<b>\$ 218,485</b>	<b>\$ 519,958</b>	<b>\$ 738,443</b>	<b>\$ 745,029</b>
<b>Expenditures</b>					
Interest - 11/1	\$ 203,550	\$ 203,550	\$ -	\$ 203,550	\$ 201,122
Principal - 5/1	\$ 105,000	\$ -	\$ 105,000	\$ 105,000	\$ 110,000
Interest - 5/1	\$ 203,550	\$ -	\$ 203,550	\$ 203,550	\$ 201,122
<b>Total Expenditures</b>	<b>\$ 512,100</b>	<b>\$ 203,550</b>	<b>\$ 308,550</b>	<b>\$ 512,100</b>	<b>\$ 512,244</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 214,920</b>	<b>\$ 14,935</b>	<b>\$ 211,408</b>	<b>\$ 226,343</b>	<b>\$ 232,785</b>

Interest - 11/1    \$    198,578

<sup>(1)</sup> Carryforward Surplus is net of Debt Service Reserve Funds

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
Townhome	38	\$37,992	\$999.78	\$1,075.03
Single Family	286	\$471,795	\$1,649.63	\$1,773.80
<b>Total</b>	<b>324</b>	<b>\$509,787</b>		



**Peace Creek Village**  
**Community Development District**  
**Series 2024 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Prinicipal	Interest	Total
11/01/25	\$ 7,255,000.00	\$ -	\$ 201,121.88	\$ 370,579.38
05/01/26	\$ 7,255,000.00	\$ 110,000.00	\$ 201,121.88	
11/01/26	\$ 7,145,000.00	\$ -	\$ 198,578.13	\$ 509,700.00
05/01/27	\$ 7,145,000.00	\$ 115,000.00	\$ 198,578.13	
11/01/27	\$ 7,030,000.00	\$ -	\$ 195,918.75	\$ 509,496.88
05/01/28	\$ 7,030,000.00	\$ 120,000.00	\$ 195,918.75	
11/01/28	\$ 6,910,000.00	\$ -	\$ 193,143.75	\$ 509,062.50
05/01/29	\$ 6,910,000.00	\$ 125,000.00	\$ 193,143.75	
11/01/29	\$ 6,785,000.00	\$ -	\$ 190,253.13	\$ 508,396.88
05/01/30	\$ 6,785,000.00	\$ 130,000.00	\$ 190,253.13	
11/01/30	\$ 6,655,000.00	\$ -	\$ 187,246.88	\$ 507,500.00
05/01/31	\$ 6,655,000.00	\$ 135,000.00	\$ 187,246.88	
11/01/31	\$ 6,520,000.00	\$ -	\$ 184,125.00	\$ 506,371.88
05/01/32	\$ 6,520,000.00	\$ 145,000.00	\$ 184,125.00	
11/01/32	\$ 6,375,000.00	\$ -	\$ 180,137.50	\$ 509,262.50
05/01/33	\$ 6,375,000.00	\$ 150,000.00	\$ 180,137.50	
11/01/33	\$ 6,225,000.00	\$ -	\$ 176,012.50	\$ 506,150.00
05/01/34	\$ 6,225,000.00	\$ 160,000.00	\$ 176,012.50	
11/01/34	\$ 6,065,000.00	\$ -	\$ 171,612.50	\$ 507,625.00
05/01/35	\$ 6,065,000.00	\$ 170,000.00	\$ 171,612.50	
11/01/35	\$ 5,895,000.00	\$ -	\$ 166,937.50	\$ 508,550.00
05/01/36	\$ 5,895,000.00	\$ 180,000.00	\$ 166,937.50	
11/01/36	\$ 5,715,000.00	\$ -	\$ 161,987.50	\$ 508,925.00
05/01/37	\$ 5,715,000.00	\$ 190,000.00	\$ 161,987.50	
11/01/37	\$ 5,525,000.00	\$ -	\$ 156,762.50	\$ 508,750.00
05/01/38	\$ 5,525,000.00	\$ 200,000.00	\$ 156,762.50	
11/01/38	\$ 5,325,000.00	\$ -	\$ 151,262.50	\$ 508,025.00
05/01/39	\$ 5,325,000.00	\$ 210,000.00	\$ 151,262.50	
11/01/39	\$ 5,115,000.00	\$ -	\$ 145,487.50	\$ 506,750.00
05/01/40	\$ 5,115,000.00	\$ 225,000.00	\$ 145,487.50	
11/01/40	\$ 4,890,000.00	\$ -	\$ 139,300.00	\$ 509,787.50
05/01/41	\$ 4,890,000.00	\$ 235,000.00	\$ 139,300.00	
11/01/41	\$ 4,405,000.00	\$ -	\$ 132,837.50	\$ 507,137.50
05/01/42	\$ 3,860,000.00	\$ 250,000.00	\$ 132,837.50	
11/01/42	\$ 3,860,000.00	\$ -	\$ 125,962.50	\$ 508,800.00
05/01/43	\$ 3,860,000.00	\$ 265,000.00	\$ 125,962.50	
11/01/43	\$ 3,860,000.00	\$ -	\$ 118,675.00	\$ 509,637.50
05/01/44	\$ 3,860,000.00	\$ 280,000.00	\$ 118,675.00	
11/01/44	\$ 3,860,000.00	\$ -	\$ 110,975.00	\$ 509,650.00
05/01/45	\$ 3,860,000.00	\$ 295,000.00	\$ 110,975.00	
11/01/45	\$ 3,565,000.00	\$ -	\$ 102,493.75	\$ 508,468.75
05/01/46	\$ 3,565,000.00	\$ 310,000.00	\$ 102,493.75	
11/01/46	\$ 3,255,000.00	\$ -	\$ 93,581.25	\$ 506,075.00
05/01/47	\$ 3,255,000.00	\$ 330,000.00	\$ 93,581.25	

**Peace Creek Village**  
**Community Development District**  
**Series 2024 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Prinicipal	Interest	Total
11/01/47	\$ 2,925,000.00	\$ -	\$ 84,093.75	\$ 507,675.00
05/01/48	\$ 2,925,000.00	\$ 350,000.00	\$ 84,093.75	
11/01/48	\$ 2,575,000.00	\$ -	\$ 74,031.25	\$ 508,125.00
05/01/49	\$ 2,575,000.00	\$ 370,000.00	\$ 74,031.25	
11/01/49	\$ 2,205,000.00	\$ -	\$ 63,393.75	\$ 507,425.00
05/01/50	\$ 2,205,000.00	\$ 390,000.00	\$ 63,393.75	
11/01/50	\$ 1,815,000.00	\$ -	\$ 52,181.25	\$ 505,575.00
05/01/51	\$ 1,815,000.00	\$ 415,000.00	\$ 52,181.25	
11/01/51	\$ 1,400,000.00	\$ -	\$ 40,250.00	\$ 507,431.25
05/01/52	\$ 1,400,000.00	\$ 440,000.00	\$ 40,250.00	
11/01/52	\$ 960,000.00	\$ -	\$ 27,600.00	\$ 507,850.00
05/01/53	\$ 960,000.00	\$ 465,000.00	\$ 27,600.00	
11/01/53	\$ 495,000.00	\$ -	\$ 14,231.25	\$ 506,831.25
05/01/54	\$ 495,000.00	\$ 495,000.00	\$ 14,231.25	\$ 509,231.25
		<b>\$ 7,255,000.00</b>	<b>\$ 7,680,387.50</b>	<b>\$ 15,104,845.00</b>

**Peace Creek Village**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Fund Series 2025**

Description	Adopted Budget FY2025	Actuals Thru 12/31/24	Projected Next 9 months	Projected Thru 9/30/25	Proposed Budget FY2026
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**Revenues**

Assessments	\$ -	\$ -	\$ 221,664	\$ 221,664	\$ 554,330
Carry Forward Surplus <sup>(1)</sup>	\$ -	\$ -	\$ -	\$ -	\$ 221,664
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 221,664</b>	<b>\$ 221,664</b>	<b>\$ 775,994</b>

**Expenditures**

Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 221,664
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 110,000
Interest - 5/1	\$ -	\$ -	\$ 262,302	\$ 262,302	\$ 221,664
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 262,302</b>	<b>\$ 262,302</b>	<b>\$ 553,328</b>

**Other Sources/(Uses)**

Bond Proceeds	\$ -	\$ -	\$ 816,632	\$ 816,632	\$ -
<b>Total Other Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 816,632</b>	<b>\$ 816,632</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 775,994</b>	<b>\$ 775,994</b>	<b>\$ 222,666</b>

Interest - 11/1    \$    219,189

<sup>(1)</sup> Carryforward Surplus is net of Debt Service Reserve Funds

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
Single Family	336	\$554,330	\$1,649.79	\$1,773.97
<b>Total</b>	<b>336</b>	<b>\$554,330</b>		

**Peace Creek Village**  
**Community Development District**  
**Series 2025 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Principal	Interest	Total
11/01/25	\$ 7,905,000.00	\$ -	\$ 221,663.75	\$ 262,302.10
05/01/26	\$ 7,905,000.00	\$ 110,000.00	\$ 221,663.75	
11/01/26	\$ 7,795,000.00	\$ -	\$ 219,188.75	\$ 550,852.50
05/01/27	\$ 7,795,000.00	\$ 115,000.00	\$ 219,188.75	
11/01/27	\$ 7,680,000.00	\$ -	\$ 216,601.25	\$ 550,790.00
05/01/28	\$ 7,680,000.00	\$ 120,000.00	\$ 216,601.25	
11/01/28	\$ 7,560,000.00	\$ -	\$ 213,901.25	\$ 550,502.50
05/01/29	\$ 7,560,000.00	\$ 125,000.00	\$ 213,901.25	
11/01/29	\$ 7,435,000.00	\$ -	\$ 211,088.75	\$ 549,990.00
05/01/30	\$ 7,435,000.00	\$ 135,000.00	\$ 211,088.75	
11/01/30	\$ 7,300,000.00	\$ -	\$ 208,051.25	\$ 554,140.00
05/01/31	\$ 7,300,000.00	\$ 140,000.00	\$ 208,051.25	
11/01/31	\$ 7,015,000.00	\$ -	\$ 204,901.25	\$ 552,952.50
05/01/32	\$ 7,015,000.00	\$ 145,000.00	\$ 204,901.25	
11/01/32	\$ 7,015,000.00	\$ -	\$ 201,638.75	\$ 551,540.00
05/01/33	\$ 7,015,000.00	\$ 155,000.00	\$ 201,638.75	
11/01/33	\$ 6,860,000.00	\$ -	\$ 197,298.75	\$ 553,937.50
05/01/34	\$ 6,860,000.00	\$ 160,000.00	\$ 197,298.75	
11/01/34	\$ 6,700,000.00	\$ -	\$ 192,818.75	\$ 550,117.50
05/01/35	\$ 6,700,000.00	\$ 170,000.00	\$ 192,818.75	
11/01/35	\$ 6,530,000.00	\$ -	\$ 188,058.75	\$ 550,877.50
05/01/36	\$ 6,530,000.00	\$ 180,000.00	\$ 188,058.75	
11/01/36	\$ 6,350,000.00	\$ -	\$ 183,018.75	\$ 551,077.50
05/01/37	\$ 6,350,000.00	\$ 190,000.00	\$ 183,018.75	
11/01/37	\$ 6,160,000.00	\$ -	\$ 177,698.75	\$ 550,717.50
05/01/38	\$ 6,160,000.00	\$ 200,000.00	\$ 177,698.75	
11/01/38	\$ 5,960,000.00	\$ -	\$ 172,098.75	\$ 549,797.50
05/01/39	\$ 5,960,000.00	\$ 215,000.00	\$ 172,098.75	
11/01/39	\$ 5,745,000.00	\$ -	\$ 166,078.75	\$ 553,177.50
05/01/40	\$ 5,745,000.00	\$ 225,000.00	\$ 166,078.75	
11/01/40	\$ 5,520,000.00	\$ -	\$ 159,778.75	\$ 550,857.50
05/01/41	\$ 5,520,000.00	\$ 240,000.00	\$ 159,778.75	
11/01/41	\$ 5,025,000.00	\$ -	\$ 153,058.75	\$ 552,837.50
05/01/42	\$ 4,175,000.00	\$ 255,000.00	\$ 153,058.75	
11/01/42	\$ 4,175,000.00	\$ -	\$ 145,918.75	\$ 553,977.50
05/01/43	\$ 4,175,000.00	\$ 265,000.00	\$ 145,918.75	
11/01/43	\$ 4,175,000.00	\$ -	\$ 138,498.75	\$ 549,417.50
05/01/44	\$ 4,175,000.00	\$ 285,000.00	\$ 138,498.75	
11/01/44	\$ 4,175,000.00	\$ -	\$ 130,518.75	\$ 554,017.50
05/01/45	\$ 4,175,000.00	\$ 300,000.00	\$ 130,518.75	
11/01/45	\$ 4,175,000.00	\$ -	\$ 122,118.75	\$ 552,637.50
05/01/46	\$ 4,175,000.00	\$ 315,000.00	\$ 122,118.75	
11/01/46	\$ 3,860,000.00	\$ -	\$ 112,905.00	\$ 550,023.75
05/01/47	\$ 3,860,000.00	\$ 335,000.00	\$ 112,905.00	
11/01/47	\$ 3,525,000.00	\$ -	\$ 103,106.25	\$ 551,011.25
05/01/48	\$ 3,525,000.00	\$ 355,000.00	\$ 103,106.25	

**Peace Creek Village**  
**Community Development District**  
**Series 2025 Special Assessment Bonds**  
**Amortization Schedule**

Date		Balance		Prinicipal		Interest		Total
11/01/48	\$	3,170,000.00	\$	-	\$	92,722.50	\$	550,828.75
05/01/49	\$	3,170,000.00	\$	380,000.00	\$	92,722.50		
11/01/49	\$	2,790,000.00	\$	-	\$	81,607.50	\$	554,330.00
05/01/50	\$	2,790,000.00	\$	400,000.00	\$	81,607.50		
11/01/50	\$	2,390,000.00	\$	-	\$	69,907.50	\$	551,515.00
05/01/51	\$	2,390,000.00	\$	425,000.00	\$	69,907.50		
11/01/51	\$	1,965,000.00	\$	-	\$	57,476.25	\$	552,383.75
05/01/52	\$	1,965,000.00	\$	450,000.00	\$	57,476.25		
11/01/52	\$	1,515,000.00	\$	-	\$	44,313.75	\$	551,790.00
05/01/53	\$	1,515,000.00	\$	475,000.00	\$	44,313.75		
11/01/53	\$	1,040,000.00	\$	-	\$	30,420.00	\$	549,733.75
05/01/54	\$	1,040,000.00	\$	505,000.00	\$	30,420.00		
11/01/54	\$	535,000.00	\$	-	\$	15,648.75	\$	551,068.75
05/01/55	\$	535,000.00	\$	535,000.00	\$	15,648.75	\$	550,648.75
			\$	7,905,000.00	\$	8,864,212.50	\$	16,809,850.85

**Peace Creek Village**  
**Community Development District**  
**Proposed Budget**  
**Capital Reserve Fund**

	Adopted Budget FY2025	Actuals Thru 12/31/24	Projected Next 9 months	Total Projected 9/30/25	Proposed Budget FY2026
<b><u>Revenues</u></b>					
Carry Forward Surplus	\$ -		\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Expenditures</u></b>					
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Other Financing Sources/(Uses)</u></b>					
Transfer In	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>

## SECTION XI

## RESOLUTION 2025-14

**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 \$7,905,000 PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (SERIES 2025 PROJECT); 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 2025-04 on October 31, 2023 and January 2, 2025, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of its Peace Creek Village Community Development District \$7,905,000 Special Assessment Bonds, Series 2025 (Series 2025 Project) (the “**Series 2025 Bonds**”), for the purpose of financing the acquisition and/or construction of all or a portion of the public infrastructure necessary for the Series 2025 Project of the District (the “**Series 2025 Project**”), as described in the *Peace Creek Village Community Development District Engineer’s Report*, dated October 30, 2023, as supplemented by the *Supplement to the Report of the District Engineer Prepared for the Board of Supervisors of the Peace Creek Village Community Development District*, dated January 2, 2025 (together, the “**Engineer’s Report**”); and

**WHEREAS**, the District closed on the issuance of the Series 2025 Bonds on March 28, 2025; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Assessment Consultant, District Counsel and Bond Counsel (the “**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 Series 2025 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 Series 2025 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 Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 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 2025.

ATTEST:

**PEACE CREEK VILLAGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary

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Chairperson, Board of Supervisors

## SECTION XII

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)

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

**Board of Supervisors<sup>1</sup>  
Peace Creek Village Community Development District**

**David Matt**  
Chairman

**John McKay**  
Assistant Secretary

**Kristen Matt**  
Vice Chairman

**Allan Keen**  
Assistant Secretary

**John Blakley**  
Assistant Secretary

District Manager  
c/o Jill Burns  
219 East Livingston Street  
Orlando, Florida 32801  
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.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of April 23, 2025. 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 (the “**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* (the “**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 boundaries of the District were expanded by Ordinance No. 24-54, enacted and made effective by the City Commission of the City of Winter Haven, Florida on December 9, 2024. The District boundaries encompass approximately 180.147 acres within the City of Winter Haven, Florida, generally located west of Gary Street 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 thirty-eight (38) townhomes and six hundred twenty-two (622) single-family residential units to be constructed in two phases. 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 (the “**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 (2) 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 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 Bonds, in one or more series, for infrastructure needs of the District (the "**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 (the "**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 **\$32,262,221** and is described in more detail in the *Engineer's Report for Peace Creek Village Community Development District*, dated October 30, 2023, as supplemented following the boundary amendment by the *Supplement to the Report of the District Engineer Prepared for the Board of Supervisors of the Peace Creek Village Community Development District*, dated January 2, 2025 (together, 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 (the "**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 (the "**Master Assessments**") on certain benefitted lands within the District. The Master Assessments for the original District boundaries are further described in the *Peace Creek Village Community Development District Master Assessment Methodology Report*, dated October 31, 2023 (the "**First Master Assessment Report**"). The Master Assessments for the property added by the 2024 boundary amendment are further described in the *Peace Creek Village Community Development District Series 2025 Assessment Area Master Special Assessment Methodology Report*, dated January 2, 2025 (the "second Master Assessment Report" and together with the First Master Assessment Report, the "**Master Assessment Reports**"). Notices of the master assessment liens imposed consistent with the First Master Assessment Report and the Second Master Assessment Report has been recorded in the Official Records of Polk County. The Master Assessment Reports and the reports that supplement them 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 (the "**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 (the "**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.

### ***Series 2024 Project/Series 2024 Bonds***

The District has authorized the construction and/or acquisition of its “**Series 2024 Project**,” which corresponds to the CIP for the property included within the original district boundaries. On February 22, 2024, the District issued \$7,360,000 Special Assessment Bonds (the “**Series 2024 Bonds**”), for the purpose of financing a portion of the Series 2024 Project. The amortization schedules for the Series 2024 Bonds are available at the District Manager’s Office. The Series 2024 Project is anticipated to cost \$15,949,664 and is described in the Master Improvement Plan Report. The Series 2024 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. Any costs of the Series 2024 Project which are not funded by the Series 2024 Bonds are anticipated to be funded by the developer.

The Series 2024 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (the “**Series 2024 Assessments**”) on all lands within the approximately 95.38 acres comprising the original boundaries of the District (also described herein as the “**Series 2024 Assessment Area**”) as described in **Exhibit A** hereto. The Series 2024 Assessments are further described in the *Final Supplemental Assessment Methodology Report*, dated February 9, 2024. It is anticipated that the Series 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 Series 2024 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefitted 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 initial allocation of the Series 2024 Assessments is provided below:

<b><i>Series 2024 Assessments</i></b>				
<b>Product Type</b>	<b>No. of Units**</b>	<b>ERU Factor</b>	<b>Gross Annual Series 2024 Bond Assessment per Unit*</b>	<b>Total Series 2024 Par Debt Per Unit</b>
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.*

*\*\*Note: Please note that the unit count below reflects the allocation at the time of issuance of the Series 2024 Bonds, and may be amended from time to time to reflect changes in development.*

### ***Series 2025 Project/Series 2025 Bonds***

The District has authorized the construction and/or acquisition of its “**Series 2025 Project**,” which corresponds to the CIP for the property added by the 2024 boundary amendment. On March 28, 2025, the District issued \$7,905,000 Special Assessment Bonds (the “**Series 2025 Bonds**”), for the purpose of financing a portion of the Series 2025 Project. The amortization schedules for the Series 2025 Bonds are available at the District Manager’s Office. The Series 2025 Project is anticipated to cost \$16,312,557 and is described in the Master Improvement Plan Report. The Series 2025 Project includes improvements related to stormwater management facilities, utilities (water, sewer, and street lighting), roadways, entry features and signage, and miscellaneous improvements. Any costs of the Series 2025 Project which are not funded by the Series 2024 Bonds are anticipated to be funded by the developer.

The Series 2025 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (the “**Series 2025 Assessments**”) on all lands within the approximately 84.747 acres comprising the “**Series 2025 Assessment Area**”, as described in **Exhibit A** hereto. The Series 2025 Assessments are further described in the *Peace Creek Village Community Development District Series 2025 Assessment Area First Supplemental Special Assessment Methodology Report*, dated March 19, 2025. It is anticipated that the Series 2025 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 Series 2025 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 Series 2025 Assessments is provided below:

<b><i>Series 2025 Assessments</i></b>				
<b>Product Type</b>	<b>No. of Units**</b>	<b>ERU Factor</b>	<b>Gross Annual Series 2025 Bond Assessment per Unit*</b>	<b>Total Series 2025 Par Debt Per Unit</b>
Single Family	336	1.00	\$1,773.97	\$23,526.79

*\*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.*

*\*\*Note: Please note that the unit count below reflects the allocation at the time of issuance of the Series 2024 Bonds, and may be amended from time to time to reflect changes in development.*

### ***Operation and Maintenance Assessments***

In addition to the debt assessment described above, the District also imposes on an annual basis operations and maintenance assessments (the “**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 Reports.

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 (the "**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 Jill Burns, 219 East Livingston Street, Orlando, Florida 32801, Attn: District Manager, or call (407) 841-5524.

**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 1<sup>st</sup> day of May 2025, 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 1<sup>st</sup> day of May 2025, 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**

**2024 Assessment Area:**

**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  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  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  $\frac{1}{2}$  OF SAID NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  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  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  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.

**TOGETHER WITH:**

**Series 2025 Assessment Area:**

A PORTION OF LANDS LYING IN SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE S00°22'02"E, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1262.43 FEET TO THE NORTHEAST CORNER OF THE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE S89°12'12"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 728.64 FEET; THENCE DEPARTING SAID NORTH LINE, S00°24'18"E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE N89°12'12"E, A DISTANCE OF 483.04 FEET; THENCE N00°22'02"W, A DISTANCE OF 32.74 FEET; THENCE N89°13'17"E, A DISTANCE OF 246.65 FEET; THENCE N89°16'57"E, A DISTANCE OF 629.42 FEET; THENCE S00°41'54"E, A DISTANCE OF 32.87 FEET; THENCE N89°18'06"E, A DISTANCE OF 1905.19 FEET; THENCE S66°03'16"E, A DISTANCE OF 34.29 FEET; THENCE S24°47'01"E, A DISTANCE OF 130.95 FEET; THENCE S00°17'00"E, A DISTANCE OF 1056.37 FEET; THENCE S89°26'11"W, A DISTANCE OF 1289.65 FEET; THENCE N00°20'18"W, A DISTANCE OF 205.00 FEET TO THE NORTH LINE OF THE SOUTH 205 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE S89°26'11"W, ALONG SAID NORTH LINE, A DISTANCE OF 1328.76 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, S89°26'29"W, ALONG THE NORTH LINE OF THE SOUTH 205 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 3.00 FEET; THENCE S89°26'31"W, A DISTANCE OF 863.75 FEET; THENCE N00°24'14"W, A DISTANCE OF 851.13 FEET; THENCE N89°13'19"E, A DISTANCE OF 137.41 FEET; THENCE N00°24'18"W, A DISTANCE OF 124.34 FEET TO THE POINT OF BEGINNING. CONTAINING 3,691,567 SQUARE FEET OR 84.747 ACRES MORE OR LESS.

## SECTION XIII

## **RESOLUTION 2025-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND 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*, and situated within the City of Winter Haven, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

**WHEREAS**, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

**WHEREAS**, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

**WHEREAS**, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

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

**SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES.** Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

**SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS.** All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

**SECTION 4. CONTROLS PROCESSES AND PROCEDURES.** The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

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

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

**PASSED AND ADOPTED** this 1st day of May 2025.

ATTEST:

**PEACE CREEK VILLAGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair

## SECTION XIV



## **RESOLUTION 2025-16**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR 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*, being situated within the City of Winter Haven, Polk County, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Jill Burns is hereby designated as the Registered Agent for the Peace Creek Village Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at Governmental Management Services—Central Florida, 219 East Livingston Street, Orlando, Florida 32801.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with the City of Lakeland, Polk County, and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 1st day of May 2025

ATTEST:

**PEACE CREEK VILLAGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION XV

**RESOLUTION 2025-17**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Park Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Winter Haven, Polk County, Florida; and

**WHEREAS**, the District desires to re-designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**SECTION 1.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

**SECTION 2.** The District’s principal headquarters for purposes of establishing proper venue shall be located at \_\_\_\_\_, within Polk County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 1st day of May 2025

ATTEST:

**PEACE CREEK VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## SECTION XVI

**RESOLUTION 2025-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND  
PROVIDING FOR 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*; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing an Assistant Secretary, and such other officers as the Board may deem necessary.

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

**SECTION 1. DISTRICT OFFICERS.** The following persons are elected to the offices shown:

Assistant Secretary                      Allan Keen

**SECTION 2. CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1st day of May 2025

ATTEST:

**PEACE CREEK VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

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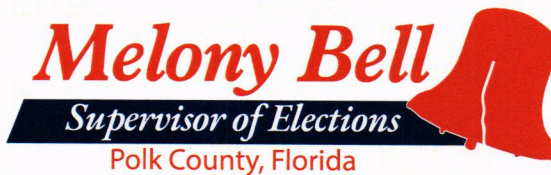
Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION XVII

# SECTION C



April 22, 2025

Samantha Ham – Recording Secretary  
Peace Creek Village CDD  
219 E. Livingston Street  
Orlando, Florida 32801-1508

**RE: Peace Creek Village Community Development District Updated  
Registered Voters**

Dear Ms. Ham,

In response to your request, there are currently **0** voters within the Peace Creek Village Community Development District. This number of registered voters in said District is as of **April 15, 2025**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Melony M. Bell".

Melony M. Bell  
Supervisor of Elections  
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

**PolkElections.gov**

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Para asistencia en Español, por favor de llamar al (863) 534-5888