

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

April 27, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Pacific Ace Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 20, 2022

Board of Supervisors
Pacific Ace Community Development District

Dear Board Members:

The Board of Supervisors of the Pacific Ace Community Development District will hold a Regular Meeting on April 27, 2022, at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711 (**Dining Area**). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Dan Liparini, Seat 2; *Term Expires November 2024*
4. Consider Appointment to Fill Unexpired Term of Seat 2
 - Administration of Oath of Office (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Chapter 190, Florida Statutes
 - D. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - E. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2022-03, Designating Certain Officers of the District, and Providing for an Effective Date
6. Consideration of Resolution 2022-04, Designating the Primary Administrative Office and Principal Headquarters of the District; Designating the Location of the Local District Records Office; and Providing an Effective Date

ATTENDEES:

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

7. Consideration of Resolution 2022-05, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2022-06, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
9. Consideration of Meadowbrook Acres of South-Central Florida, Inc., Landscape Maintenance Agreement
10. Discussion/Consideration: Heidt and Associates 2022 Supplemental Engineer's Report
11. Ratification of Heidt Design, LLC, Proposal/Authorization for Work to Provide Stormwater Needs Analysis
12. Ratification of Empire Management Group, Inc., Field Operations Agreement
13. Ratification of Aquatic Weed Control, Inc., Proposal for 4 Ponds Associated with The Sanctuary
14. Acceptance of Unaudited Financial Statements as of March 31, 2022
15. Approval of November 12, 2021 Special Meeting Minutes
16. Staff Reports
 - A. District Counsel: *Cobb Cole*
 - B. District Engineer: *Heidt Design, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 25, 2022 at 2:00 P.M.

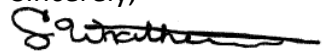
○ QUORUM CHECK

STEPHEN McCONN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
STEPHEN FECCIA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CASEY DARE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
FRED WYBORSKI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

17. Board Members' Comments/Requests
18. Public Comments
19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

3

February 8, 2022

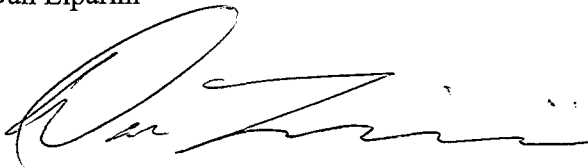
Pacific Ace Community Development District
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Dan Liparini Resignation from the board of the Pacific Ace Community Development District

To whom it may concern,

This letter is to serve as my notice of resignation from the board of the Pacific Ace Community Development District effective immediately. Thank you for your attention to this matter.

Dan Liparini

A handwritten signature in black ink, appearing to read "Dan Liparini", written in a cursive style.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

 Kristen Suit is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

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

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

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

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pacific Ace 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 Lake County, Florida; and

WHEREAS, the District desires to 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 also 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; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at _____ within Lake County, Florida.

SECTION 3. The District’s local records office shall be located at _____.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 27th day of April, 2022.

ATTEST:

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Pacific Ace Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, the Board has considered the Proposed Budget, and desires to set the required public hearing thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: August 24, 2022
HOUR: 2:00 P.M.
LOCATION: Hampton Inn & Suites by Hilton
2200 E Hwy 50
Clermont, Florida 34711

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Lake County at least 60 days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED THIS 27TH DAY OF APRIL, 2022.

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2022/2023 Proposed Budget

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 3
Definitions of General Fund Expenditures	4 - 5
Debt Service Fund Budget - Series 2022	6
Amortization Schedule - Series 2022	7 - 8
Assessment Summary	9

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023	Build-out
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected		
REVENUES						
Assessment levy: on-roll - gross	\$ -				\$ -	\$ 592,547
Allowable discounts (4%)	-				-	(23,702)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	-	568,845
Landowner contribution	441,321	30,793	162,823	193,616	441,321	-
Total revenues	441,321	30,793	162,823	193,616	441,321	568,845
EXPENDITURES						
Professional & administrative						
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000	48,000
Legal	15,000	387	12,500	12,887	15,000	15,000
Engineering	3,000	-	1,500	1,500	3,000	3,000
Audit	5,500	-	2,975	2,975	5,500	4,150
Arbitrage rebate calculation	750	-	-	-	750	750
Dissemination agent	1,000	-	500	500	1,000	1,000
Trustee	5,000	-	-	-	5,000	5,000
Telephone	200	100	100	200	200	200
Postage	500	22	300	322	500	500
Printing & binding	500	250	250	500	500	500
Legal advertising	1,500	316	750	1,066	1,500	1,500
Annual special district fee	175	175	-	175	175	175
Insurance	5,500	5,175	-	5,175	5,500	5,500
Contingencies/bank charges	500	186	314	500	500	500
Website hosting & maintenance	705	-	705	705	705	705
Website ADA compliance	210	210	-	210	210	210
Tax collector	-	-	-	-	-	17,776
Total professional & administrative	88,040	30,821	45,394	76,215	88,040	104,466
Operations and Maintenance						
Management and administration						
Contingency	1,350	-	450	450	1,350	1,521
Licenses/taxes/permits	500	-	167	167	500	500
O&M accounting services	4,500	-	1,500	1,500	4,500	5,500
Insurance (property coverage only)	3,500	-	1,167	1,167	3,500	5,000
Management services	17,500	-	5,833	5,833	17,500	32,940
Postage	500	-	167	167	500	800
Office supplies/printing binding	2,250	-	750	750	2,250	3,500
General administrative	2,250	-	750	750	2,250	3,000
Grounds/building maintenance						
General maintenance	5,000	-	1,667	1,667	5,000	8,000
Irrigation repairs	3,500	-	1,167	1,167	3,500	4,500
Landscape contract	65,000	-	21,667	21,667	65,000	100,000
Landscaping extras - replacement, mulch, annuals	12,500	-	4,167	4,167	12,500	22,000
Tree trimming	2,500	-	833	833	2,500	4,000
Pressure washing	4,000	-	1,333	1,333	4,000	7,000
Aquatic maintenance/monitoring	10,000	-	3,333	3,333	10,000	16,500
Fence/wall/lighting repairs	2,000	-	667	667	2,000	2,000

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023	Build-out
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022			
Operations and Maintenance (continued)						
Recreational - amenity						
Insurance amenity	5,000	-	1,667	1,667	5,000	4,500
Facility management	22,000	-	7,333	7,333	22,000	22,000
Office supplies/operating supplies	700	-	233	233	700	700
Special events	2,400	-	800	800	2,400	2,000
Holiday decorations	4,000	-	1,333	1,333	4,000	3,000
Electric - amenity	10,000	-	3,333	3,333	10,000	10,000
Domestic water / sewer - amenity	6,000	-	2,000	2,000	6,000	6,000
Irrigation reclaimed - amenity	6,000	-	2,000	2,000	6,000	6,000
Telephone/cable/internet - amenity	3,000	-	1,000	1,000	3,000	3,000
Pool/cabana general maintenance	3,500	-	1,167	1,167	3,500	4,500
Playground maintenance	1,500	-	500	500	1,500	1,500
Pool permits/licenses	800	-	267	267	800	800
Pool service contract	18,000	-	6,000	6,000	18,000	18,000
Pool repairs/maintenance	1,500	-	500	500	1,500	1,500
Janitorial service contract	10,200	-	3,400	3,400	10,200	10,200
Refuse - pet station service contract	3,600	-	1,200	1,200	3,600	3,600
Landscape maintenance	18,000	-	6,000	6,000	18,000	18,000
Landscape seasonal (annuals & mulch)	4,800	-	1,600	1,600	4,800	4,800
Landscape contingency	4,000	-	1,333	1,333	4,000	4,000
Field management/administrative	12,000	-	4,000	4,000	12,000	12,000
Fitness equipment lease (if applicable)	6,000	-	2,000	2,000	6,000	-
Fitness equipment repairs	1,500	-	500	500	1,500	-
Termite bond / pest control	1,400	-	467	467	1,400	1,400
Security						
Alarm monitoring	1,000	-	333	333	1,000	1,000
Electronic access cards	700	-	233	233	700	700
Surveillance services	2,400	-	800	800	2,400	2,400
Maintenance	3,000	-	1,000	1,000	3,000	5,000
ASCAP/BMI licenses	950	-	317	317	950	950

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023	Build-out
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022			
Utilities						
Electric - common areas/irrigation meters	4,800	-	1,600	1,600	4,800	4,800
Electric - lift station	3,600	-	1,200	1,200	3,600	3,600
Electric - street lights	8,000	-	2,667	2,667	8,000	27,000
Irrigation - common areas	45,000	-	15,000	15,000	45,000	36,500
Total field operations	352,200	-	117,401	117,401	352,200	436,211
Total expenditures	440,240	30,821	162,795	193,616	440,240	540,677
Excess/(deficiency) of revenues over/(under) expenditures	1,081	(28)	28	-	1,081	28,168
Fund balance - beginning (unaudited)	-	-	(28)	-	-	
Fund balance - ending (projected)						
Assigned						
Working capital	-	-	-	-	-	
Monument signage/entry hardscape	268	268	268	268	268	7,000
Pool/deck/pool equipment/cabana	318	318	318	318	318	8,333
Fencing/pavilions	96	96	96	96	96	2,500
Playground	129	129	129	129	129	3,333
Amenity parking lot	154	154	154	154	154	4,000
Unassigned	116	(993)	(965)	(965)	116	3,000
Fund balance - ending	<u>\$ 1,081</u>	<u>\$ (28)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,081</u>	

* These items are not the aggregate ending fund balance, but rather represent the annual contributions for the same at build-out.

Unit Type	Units	ERU	Total ERU	Build-out Cost per Unit	Build-out On-Roll Assessment per Unit*
SF 40'	256	1.00	256.00	\$ 1,003.77	\$ 1,079.32
SF 50'	293	1.00	293.00	1,003.77	1,079.32
Total	549		549.00		

* Includes county costs of collection and early payment discount allowance

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

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

Legal 15,000

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

Engineering 3,000

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

Audit 5,500

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

Arbitrage rebate calculation 750

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

Dissemination agent 1,000

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

Telephone 200

Telephone and fax machine.

Postage 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 1,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

Website ADA compliance 210

Operations and Maintenance

Management and administration

Contingency 1,350

Licenses/taxes/permits 500

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

O&M accounting services	4,500
Insurance (property coverage only)	3,500
Management services	17,500
Postage	500
Office supplies/printing binding	2,250
General administrative	2,250
Grounds/building maintenance	
General maintenance	5,000
Irrigation repairs	3,500
Landscape contract	65,000
Landscaping extras - replacement, mulch, annuals	12,500
Tree trimming	2,500
Pressure washing	4,000
Aquatic maintenance/monitoring	10,000
Fence/wall/lighting repairs	2,000
Recreational - amenity	
Insurance amenity	5,000
Facility management	22,000
Office supplies/operating supplies	700
Special events	2,400
Holiday decorations	4,000
Electric - amenity	10,000
Domestic water / sewer - amenity	6,000
Irrigation reclaimed - amenity	6,000
Telephone/cable/internet - amenity	3,000
Pool/cabana general maintenance	3,500
Playground maintenance	1,500
Pool permits/licenses	800
Pool service contract	18,000
Pool repairs/maintenance	1,500
Janitorial service contract	10,200
Refuse - pet station service contract	3,600
Landscape maintenance	18,000
Landscape seasonal (annuals & mulch)	4,800
Landscape contingency	4,000
Field management/administrative	12,000
Fitness equipment lease (if applicable)	6,000
Fitness equipment repairs	1,500
Termite bond / pest control	1,400
Security	
Alarm monitoring	1,000
Electronic access cards	700
Surveillance services	2,400
Maintenance	3,000
ASCAP/BMI licenses	950
Utilities	
Electric - common areas/irrigation meters	4,800
Electric - lift station	3,600
Electric - street lights	8,000
Irrigation - common areas	45,000
Total expenditures	<u><u>\$ 440,240</u></u>

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2022 BOND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Adopted Budget FY 2023
	Proposed Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Projected & Actual	
REVENUES					
Assessment levy: off-roll	\$ -	-	-	-	\$ 254,975
Total revenues	-	-	-	-	254,975
EXPENDITURES					
Debt service					
Principal	-	-	-	-	80,000
Interest	-	-	-	-	184,349
Cost of issuance	-	-	197,690	197,690	-
Underwriter's discount	-	-	86,500	86,500	-
Total expenditures	-	-	284,190	284,190	264,349
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(284,190)	(284,190)	(9,374)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	508,008	508,008	-
Total other financing sources/(uses)	-	-	508,008	508,008	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	223,818	223,818	(9,374)
Beginning fund balance (unaudited)	-	-	-	-	223,818
Ending fund balance (projected)	\$ -	\$ -	\$ 223,818	\$ 223,818	214,444
Use of fund balance:					
Debt service reserve account balance (required)					(127,488)
Interest expense - November 1, 2023					(86,658)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 298</u>

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 BOND AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
					4,325,000.00
11/01/22			96,330.95	96,330.95	4,325,000.00
05/01/23	80,000.00	3.400%	88,018.13	168,018.13	4,245,000.00
11/01/23			86,658.13	86,658.13	4,245,000.00
05/01/24	80,000.00	3.400%	86,658.13	166,658.13	4,165,000.00
11/01/24			85,298.13	85,298.13	4,165,000.00
05/01/25	85,000.00	3.400%	85,298.13	170,298.13	4,080,000.00
11/01/25			83,853.13	83,853.13	4,080,000.00
05/01/26	85,000.00	3.400%	83,853.13	168,853.13	3,995,000.00
11/01/26			82,408.13	82,408.13	3,995,000.00
05/01/27	90,000.00	3.400%	82,408.13	172,408.13	3,905,000.00
11/01/27			80,878.13	80,878.13	3,905,000.00
05/01/28	95,000.00	3.750%	80,878.13	175,878.13	3,810,000.00
11/01/28			79,096.88	79,096.88	3,810,000.00
05/01/29	95,000.00	3.750%	79,096.88	174,096.88	3,715,000.00
11/01/29			77,315.63	77,315.63	3,715,000.00
05/01/30	100,000.00	3.750%	77,315.63	177,315.63	3,615,000.00
11/01/30			75,440.63	75,440.63	3,615,000.00
05/01/31	105,000.00	3.750%	75,440.63	180,440.63	3,510,000.00
11/01/31			73,471.88	73,471.88	3,510,000.00
05/01/32	110,000.00	3.750%	73,471.88	183,471.88	3,400,000.00
11/01/32			71,409.38	71,409.38	3,400,000.00
05/01/33	110,000.00	4.125%	71,409.38	181,409.38	3,290,000.00
11/01/33			69,140.63	69,140.63	3,290,000.00
05/01/34	115,000.00	4.125%	69,140.63	184,140.63	3,175,000.00
11/01/34			66,768.75	66,768.75	3,175,000.00
05/01/35	120,000.00	4.125%	66,768.75	186,768.75	3,055,000.00
11/01/35			64,293.75	64,293.75	3,055,000.00
05/01/36	125,000.00	4.125%	64,293.75	189,293.75	2,930,000.00
11/01/36			61,715.63	61,715.63	2,930,000.00
05/01/37	130,000.00	4.125%	61,715.63	191,715.63	2,800,000.00
11/01/37			59,034.38	59,034.38	2,800,000.00
05/01/38	135,000.00	4.125%	59,034.38	194,034.38	2,665,000.00
11/01/38			56,250.00	56,250.00	2,665,000.00
05/01/39	145,000.00	4.125%	56,250.00	201,250.00	2,520,000.00
11/01/39			53,259.38	53,259.38	2,520,000.00
05/01/40	150,000.00	4.125%	53,259.38	203,259.38	2,370,000.00
11/01/40			50,165.63	50,165.63	2,370,000.00
05/01/41	155,000.00	4.125%	50,165.63	205,165.63	2,215,000.00
11/01/41			46,968.75	46,968.75	2,215,000.00
05/01/42	160,000.00	4.125%	46,968.75	206,968.75	2,055,000.00
11/01/42			43,668.75	43,668.75	2,055,000.00
05/01/43	170,000.00	4.250%	43,668.75	213,668.75	1,885,000.00
11/01/43			40,056.25	40,056.25	1,885,000.00
05/01/44	175,000.00	4.250%	40,056.25	215,056.25	1,710,000.00
11/01/44			36,337.50	36,337.50	1,710,000.00
05/01/45	185,000.00	4.250%	36,337.50	221,337.50	1,525,000.00
11/01/45			32,406.25	32,406.25	1,525,000.00
05/01/46	190,000.00	4.250%	32,406.25	222,406.25	1,335,000.00
11/01/46			28,368.75	28,368.75	1,335,000.00
05/01/47	200,000.00	4.250%	28,368.75	228,368.75	1,135,000.00
11/01/47			24,118.75	24,118.75	1,135,000.00

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 BOND AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	210,000.00	4.250%	24,118.75	234,118.75	925,000.00
11/01/48			19,656.25	19,656.25	925,000.00
05/01/49	220,000.00	4.250%	19,656.25	239,656.25	705,000.00
11/01/49			14,981.25	14,981.25	705,000.00
05/01/50	225,000.00	4.250%	14,981.25	239,981.25	480,000.00
11/01/50			10,200.00	10,200.00	480,000.00
05/01/51	235,000.00	4.250%	10,200.00	245,200.00	245,000.00
11/01/51			5,206.25	5,206.25	245,000.00
05/01/52	245,000.00	4.250%	5,206.25	250,206.25	-
11/01/52			-	-	-
Total	4,325,000.00		3,341,202.98	7,666,202.98	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

Off-roll Assessments

Unity Type	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
<u>Phases 1 and 2</u>					
SF 40'	121	\$ -	\$ 1,057.99	\$ 1,057.99	\$ -
SF 50'	108	-	1,175.54	1,175.54	-
	229				

Unity Type	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
<u>Future Phases</u>					
SF 40'	135	\$ -	\$ -	\$ -	\$ -
SF 50'	185	-	-	-	-
	320				
Grand Total	549				

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Stephen McConn	2024
2	Vacant	2024
3	Stephen Feccia	2022
4	Casey Dare	2022
5	Fred Wyborski	2022

This year, Seat 3, currently held by Stephen Feccia, Seat 4, currently held by Casey Dare, and Seat 5, currently held by Fred Wyborski, are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 1st day of November, 2022, at _____ a/p.m., and located at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting

and election have been announced by the Board at its April 27, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 27TH DAY OF APRIL, 2022.

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIR / VICE CHAIR, BOARD OF SUPERVISORS

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Pacific Ace Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 379.9 acres, generally located east of US Hwy 27, south and west of Sawgrass Bay Blvd., and north of Citrus Pkwy in Lake County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022
TIME: _____ A/PM
PLACE: Hampton Inn & Suites by Hilton
2200 E Hwy 50
Clermont, Florida 34711

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Craig Wrathell
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 1, 2022**

TIME: _____ A/PM

LOCATION: **Hampton Inn & Suites by Hilton
2200 E Hwy 50
Clermont, Florida 34711**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Pacific Ace Community Development District to be held at Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711, on November 1, 2022, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 1, 2022

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Pacific Ace Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

9

LANDSCAPE MAINTENANCE AGREEMENT

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

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

MEADOWBROOK ACRES OF SOUTH-CENTRAL FLORIDA, INC., a Florida profit corporation, whose mailing address is 8916 CR 728, Center Hill, FL 33514 (“**Contractor**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); 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 presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for maintenance related to the landscape areas included as part of the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of operation and maintenance personnel, the District desires to contract with the Contractor to provide for maintenance of the Improvements related to landscape.

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. CONTRACTOR’S OBLIGATION.

A. Specific Duties. Contractor shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. General Duties. Contractor shall be responsible for the management of Contractor vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District’s bond covenants relating to such maintenance under the District’s direction. Contractor shall not have authority to execute contracts and/or change orders on behalf of the District.

Contractor is responsible for repair and maintenance work as outlined in **Exhibit A** and specifically in the locations and areas outlined in **Exhibit B**. Contractor shall report directly to the District Manager and the Board of Supervisors of the District. Contractor shall attend monthly board of supervisor meetings when requested by the District Manager or Board of Supervisors.

C. *Investigation and Report of Accidents/Claims.* Contractor shall promptly notify the District Manager as to all accidents or claims for damage relating to the maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Contractor shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Contractor shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

D. *Compliance with Government Rules, Regulations, Requirements and Orders.* Contractor shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Contractor shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Contractor 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.

E. *Adherence to District Rules, Regulations and Policies.* To the extent they apply to Contractor's performance herein, Contractor's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property 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. Contractor may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Contractor 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.

F. *Care of the Property.* Contractor shall use all due care to protect the property of the District, its residents and landowners from damage by Contractor, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Contractor the compensation set forth in **Exhibit A** for the provision of landscape maintenance services pursuant to the terms of this Agreement.

SECTION 4. TERM.

A. The term of this Agreement shall commence as of the date first written above and shall terminate on _____, 202_. However, unless otherwise terminated in accordance with this Agreement, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

B. Notwithstanding the foregoing, the Contractor and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Contractor and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between

the Parties. Any termination of this Agreement shall not release District from its obligation to pay Contractor the compensation and reimbursable expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Contractor shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Contractor 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 minimum levels of insurance. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Contractor are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Contractor, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' 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. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this

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

SECTION 11. 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 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. 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 Lake County, Florida.

SECTION 18. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. 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 20. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____, Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____ as Chairman for PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____ as Secretary/Assistant Secretary of the Board of Supervisors for PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission

MEADOWBROOK ACRES OF SOUTH-CENTRAL FLORIDA, INC.

Witnesses:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022 by _____ as _____ of **MEADOWBROOK ACRES OF SOUTH-CENTRAL FLORIDA, INC.**, a Florida profit corporation, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission:

EXHIBIT A
Scope of Services

EXHIBIT A

**MEADOWBROOK ACRES OF SOUTH-CENTRAL FLORIDA
SERVICE AGREEMENT**

Dated: MARCH 9, 2022

BETWEEN **MEADOWBROOK ACRES OF SOUTH-CENTRAL FLORIDA**
and **Pacific Ace Community Development District** . (“Customer”)

The Services to be performed hereunder for the Basic Fee are set forth below. Any work in addition to these Services will be separately invoiced as provided in this Agreement.

The Basic Fee, Additional Services and Unit Prices hereunder shall be subject to escalation in proportion to any increases during the term hereof in wages and associated payroll costs, payroll taxes, insurance rates or subcontracting costs, and/or to adjust for increases in the Consumer Price Index.

Services in addition to those described in Exhibit A hereof shall be invoiced at the current charges set forth below, subject to an escalation thereof, or at prices agreed to in writing in advance by the parties.

Please refer to pricing bid tabulation submitted with bid.

Service	Application rate	Annual Price	Initial
Entry Maintenance	<u>42 times per year (Phases 1 & 1B Only)</u>	<u>\$52,399.92</u>	
Turf / Shrub Fertilizer Entry	<u>4 times per year</u>	<u>\$6,000</u>	
Shrub / Tree Trimming Entry	<u>4 times per year</u>	<u>\$2,400</u>	
Irrigation Entry	<u>12 times per year</u>	<u>\$3,500</u>	
Mulch Entry	<u>1 time per year (330 yards) \$50 per yard</u>	<u>\$16,500</u>	
Total	<u>Paid monthly excludes mulch \$5,358.33</u>	<u>\$80,799.92</u>	

SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary to keep the landscape in a continuous healthy, neat, clean and relatively weed and debris free condition for the entire life of the contract.

GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high-profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. Mowing will not be performed during inclement weather and will be rescheduled as soon as weather and site conditions permit.

1. Mowing

- a. Prior to mowing, litter and debris will be removed from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 15th through October 15th and as needed during the non-growing season from October 15th through March 15th. Based on this schedule, it is estimated that the contractor will provide 42 mowing cycles per 12 month period on Bahia in the performance of this contract.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height of Bahia turf will be set at 3 ½" to 4".
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Contractor will make every effort to discharge grass clippings away from beds, tree rings or maintenance strips.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment will result in the replacement of damaged material at the contractor's cost.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted

turf from the above-mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same height as the mowing operation.
- b. Under no circumstances will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the owner or the owner's representative.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

B. DETAIL

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning using only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Power shears will only be used on formal hedges where the previous practice was to shear.
- c. If pruning is required above the height of 10 feet, contractor will propose an AWA or "Additional Work Authorization" and acquire approval prior to performing the work. The branching height of trees shall be raised for the following reasons only:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees includes removing weak branching patterns and providing corrective pruning for proper development. Cut back to branch collar

438

without leaving stubs. Provide clean and flush cut with no tearing of the tree bark. The use of pruning paint is not an acceptable horticultural practice.

- e. Prune all shrubbery in accordance with the architectural intent as it relates to intended function and what is horticulturally correct for the variety.
- f. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted.

2. Edging.

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground and care will be taken to maintain bed edges as designed in either straight or curvilinear lines.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.

3. Weed Control

- a. Bed areas in the detail section are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris or limbs greater than 2" in diameter which would be performed upon submittal and approval of an AWA.
- b. All litter shall be removed from the property and disposed of off-site.

2. Communication

- a. During each service visit, the contractor will communicate with the owner for any landscape issues requiring immediate attention.
 - b. Contractor intends to perform monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. It is the Contractor's desire that these inspections include the Account Manager as well as a representative of the property.
3. Staffing
- a. Contractor intends to perform maintenance on the property Monday through Friday. When inclement weather or other unforeseen circumstances prevent the completion of routine maintenance during this timeframe, Saturday work may be necessary to complete the weekly tasks. This will only be done with prior approval. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When any of these holidays fall on a weekend day, the Contractor will observe an alternate day during the week immediately before or after the actual holiday.

TURF CARE PROGRAM – Bahia

A. Application Schedule

<u>Month</u>	<u>Application</u>
January	Late winter fertilization, broadleaf weed control and disease control
March	Spring fertilization, broadleaf weed control, insect and disease control
July	Summer fertilization, insect control and weed control
November	Fall fertilization and broadleaf weed/disease control

B. Application Requirements

- 1. Insect/Disease Control
 - a. Proper irrigation is critical to dramatically reducing the potential for fungus/disease problems.
 - b. With a full (4 application) program, supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
- 3. Weed Control
 - a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
 - b. Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses.
- 4. Warranty

Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor will employ whatever cultural practices can be reasonably performed to extend the life of the affected material. Additionally, if the Contractor does not control the irrigation system, it is the owner's responsibility to assure that the system is operating properly prior to any applications.

TREE/SHRUB CARE PROGRAM

A. Application Schedule

<u>Month</u>	<u>Application</u>
--------------	--------------------

February	Spring fertilization and insect/disease control as needed
March/April	Insect/disease control / fertilization as needed
October	Fall fertilization and insect / disease control as needed
December	Insect/disease control / fertilization as needed

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected will be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH. Adjustments to the pH requiring applications of elemental Sulphur or Lime are not part of this agreement and will be proposed under an AWA.
- b. Contractor will submit a schedule of materials to be used under this program. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high ph, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs, trees and palms. All new or transplanted trees will require special consideration and are therefore excluded from this program.
- e. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.
- f. The irrigation system will be fully operational prior to any fertilizer application.
- g. Soils shall be tested at a reliable testing facility once per year to monitor for pH and chemical make up. The results will be provided to the owner or the owner’s representative along with the contractor’s recommendation as to any changes in the Tree/ Shrub care program based on these results.

2. Insect/ Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied, All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs, trees and palms. All newly installed shrubs, trees, and palms will require special consideration and are therefore excluded from this program.
- d. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date etc.), contractor will include in their proposed Tree / Shrub program a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of palms and to de-water them as necessary.

4. Warranty

Any bedding plant that dies during the 90 warranty period due to insect damage, disease or over or under watering, will be replaced at the Contractor's expense, unless the Contractor does not control the irrigation. Exclusions to this warranty would be freeze, theft, or vandalism or any other condition beyond the control of the Contractor.

MULCH INSTALLATION

1. Schedule

- a. Bed dressing will be replenished in all bed areas in the month of April or when instructed by owner.
- b. Application will be completed within a three week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated much material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Bed dressing will be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the Owner or Owner's representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work if requested.

IRRIGATION MAINTENANCE

A. Frequency of Service

1. Contractor will perform the following itemized services under "Specifications" on a monthly basis during the same week(s) each month.

B. Specifications

1. Activate each zone of the system
2. Visually check for any damaged heads not functioning properly.
3. Clean, straighten or adjust any heads not functioning properly.

4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repairs or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements including adjusting of rain sensor.
7. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs
 - a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and materials basis. Contractor has pre-approved authorization to make irrigation repairs up to \$ _____. Above this amount, request for authorization must be submitted to the Owner for approval. A description of the problem, its location and estimated cost will be included.
2. Service Calls
 - a. Service Calls required between scheduled visits will be billed on a time and material basis.
 - b. When not an emergency, request for authorization will be submitted in written form to the Owner for approval. A description of the problem, its location and estimated cost will be included.
3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking area.
4. Contractor will visually inspect irrigation system weekly while performing routine maintenance. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts), will be repaired at no charge to the owner within 24 hours of being detected.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contract Cancellation:

Meadowbrook Acres of South-Central Florida reserves the right to terminate this agreement at any time, with or without notice, with or without cause and HOA reserves the same right.

If the client wishes to cancel this agreement, Meadowbrook Acres of South-Central Florida requires a Written Notice of Cancellation to be sent certified mail. Notices received shall cause an effective final date of billable service 60-days from when the Notice of Cancellation was received. Notices received between the months of October – April will have a prorated billing rate applied to services completed within the cancellation period.

Meadowbrook Acres of South-Central Florida reserves the right to create a final bill for services provided and will be submitted for payment no longer than 5-days after the final date of service. All payments open to Meadowbrook Acres of South-Central Florida will be paid upon receipt of final bill.

Meadowbrook Acres of South-Central Florida

Pacific Ace Community Development District

Signature_____

Signature_____

Name_____

Name_____

Title_____

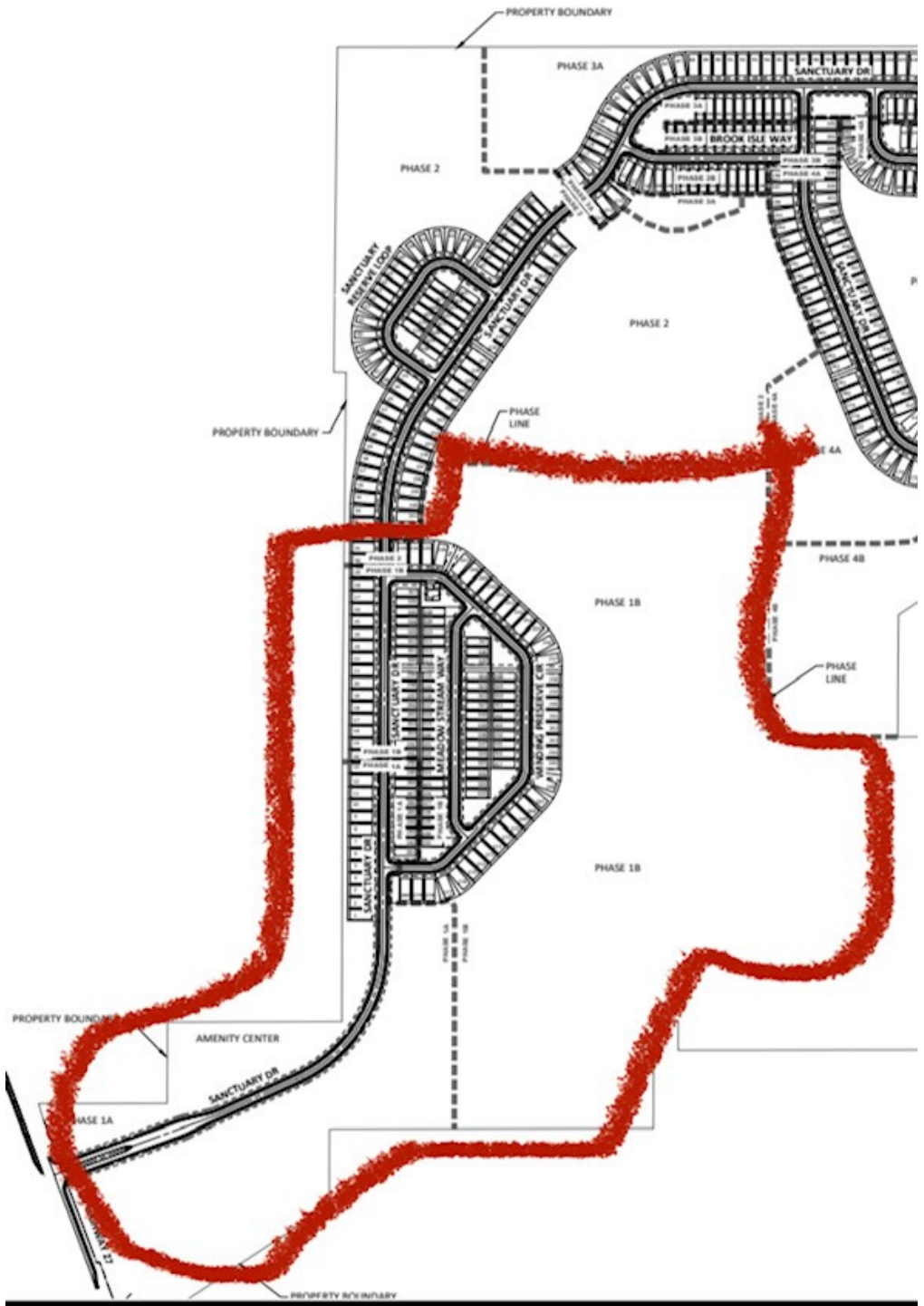
Title_____

Date_____

Date_____

EXHIBIT B

Maintenance Areas



PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

10

**2022 SUPPLEMENTAL ENGINEER'S REPORT FOR THE
PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT**

March 17, 2022

This “**2022 Supplemental Report**” supplements the *Pacific Ace Community Development District Report of District Engineer*, dated August 13, 2020 (“**Master Report**”), which may be supplemented from time to time. The purpose of this 2022 Supplemental Report is to address the portion of the District’s Capital Improvement Plan to be known as the “**2022 Project.**” All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

The 2022 Project includes the public infrastructure (e.g., stormwater management improvements, landscaping, hardscape and irrigation) and professional services needed for the development of Phase One and Phase Two of the Development a/k/a “**2022 Project Area.**” The 2022 Project Area is planned for 229 single-family lots. The status of the applicable permits for the 2022 Project is shown in **Exhibit A** attached hereto. The District is expected to issue bonds and levy Series 2022 Special Assessments on all of the gross acres in the District. The District legal description is comprised of 379.9 acres of land and is described in **Exhibit B**. The improvements that make up the 2022 Project are within the scope of the master capital improvement plan authorized under the judgment of the Circuit Court of the Fifth Judicial Circuit Court of Florida in and for Lake County, Florida, rendered on January 21, 2021.

The table below presents the Opinion of Probable Cost for the 2022 Project:

FACILITY DESCRIPTION	2022 PROJECT COSTS*
Roadways	\$1,369,782.80
Stormwater Management System	\$3,623,151.30
Landscaping, Hardscape & Irrigation	\$750,000
Professional Services (15%)	\$748,940
Contingency (10%)	\$649,187.42
TOTAL	\$7,141,062

*The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

The 2022 Project will be designed in accordance with current governmental regulations and requirements. The 2022 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- The estimated cost of the 2022 Project as set forth herein is reasonable based on prices currently being experienced in Lake County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the 2022 Project are required by applicable development approvals;

- The 2022 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2022 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The assessable property within the 2022 Assessment Area will receive a special benefit from the 2022 Project that is at least equal to such costs.

The professional service for establishing the construction cost estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The 2022 Project will be owned by the District or other governmental units. All of the 2022 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The 2022 Project, and any cost estimates set forth herein, do not include earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the 2022 Project, and that is not used as part of the 2022 Project, such fill will only be placed for purposes of constructing public improvements.

Please note that the 2022 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2022 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Heidt Design, LLC

Timothy Plate, P.E. Date 3/17/22

FL License No. 41153

Exhibit A

All necessary permits for the construction of the 2022 Project have either been obtained or are reasonably expected to be obtained in due course, and include the following:

The Sanctuary (f/k/a Pacific Ace) Permit Status updated 3/17/2022				
Issuing Agency	Permit ID	App/Permit Number	Approval Date	Expiration Date
Overall				
US Army Corps of Engineers	Individual Permit	SAJ-2019-01080 - Replaced by below FDEP 404 Permit	-	-
FL Dept of Environmental Prot.	404 Individual Permit	0396232-001-SFI	5/10/2021	5/10/2026
Phases 1 - 4				
Lake County	Preliminary Plat	3656	1/13/2020	1/13/2021
Lake County	Final Site Plan	20170120011/AR #3109	12/1/2020	12/1/2022
St Johns River Water Management District	SWERP	95314-4	10/11/2020	10/11/2025
FL Dept. of Transportation	Drainage Connection Permit	2020-D-592-00019	1/6/2021	1/6/2022
FL Dept. of Transportation	Driveway Connection Permit	2020-A592-00023	6/23/2021	6/23/2022
FL Dept. of Environmental Prot.	Ph 1 FDEP Water Permit	0080594-076-DSGP	6/10/2021	6/9/2026
FL Dept. of Environmental Prot.	Ph 1 FDEP Wastewater Permit	0405036-001-DWC/CG	6/15/2021	6/14/2026
FL Dept of Environmental Prot.	Ph 2 FDEP Water Permit	0080594-083 DSGP	3/4/2022	3/3/2027
Sawgrass Bay Blvd. Intersection Improvements				
Lake County	Driveway Connection Permit	TBD	TBD	TBD
Lake County	Right-of-Way Utilization Permit	10087	TBD	TBD

Exhibit B
Legal Descriptions for District

Legal Description:

PARCEL 1:

The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 2:

The North 1/2 of the Southeast 1/4 of Section 14, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 3:

The Southeast 1/4 of the Southwest 1/4 of Section 14, Township 24 South, Range 26 East, Lake County, Florida, LESS the 50 foot road right-of-way existing along the West side thereof.

PARCEL 4:

The South 1/2 of the Southeast 1/4 of Section 14, Township 24 south, Range 26 East, Lake County, Florida, LESS AND EXCEPT the following described tract or parcel of land:

Begin at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4; thence run Westerly to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 14; thence run Southwesterly to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; thence run Southerly to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; thence run Easterly along the South Section line of said Section 14 to the Southeast corner thereof; thence run Northerly along the East line of said Section to the Point of Beginning.

PARCEL 5:

North 116.94 feet of the South 1/2 of the Northeast 1/4, LESS the West 100 feet thereof; the South 3/4 of the Northeast 1/4 of the Northeast 1/4; the West 3/4 of the Northwest 1/4 of the Northeast 1/4; the South 3/4 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4; the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, all in Section 23, Township 24 South, Range 26 East of the Tallahassee Meridian.

PARCEL 6:

Northeast 1/4 of the Northwest 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida, LESS the 50 foot road right-of-way existing along the West side thereof.

PARCEL 7:

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 8:

The South 3/4 of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida, lying East of the East boundary of the U.S. Highway #27 right-of-way and North and West of existing graded road, more particularly described as follows:

Begin at a point 1338.3 feet East of the Northwest corner of said Section 23, said point being on the center line of a private road; thence run along the center line of said road right-of-way as follows:

Run South 00°20'00" West, 959.90 feet; thence run South 54°46'00" West, 142.20 feet; thence run South 36°09'00" West, 235.6 feet; thence South 32°11'00" West, 331.80 feet; thence run South 24°34'00" East, 347.00 feet; thence South 35°10'00" East, 184.2 feet; thence run South 12°04'00" East, 139.10 feet; thence South 58°11'00" West, 822.50 feet; thence South 47°15'00" West, 147.00 feet.

PARCEK 9:

The North 1/2 of the Southeast 1/4 of the Northwest 1/4, Section 23, Township 24 South, Range 26 East, LESS AND EXCEPT the South 225.00 feet thereof.

PARCEL 10:

The Northeast 1/4 of the Southwest 1/4 of Section 14, Township 24 South, Range 26 East, Lake County, Florida.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

11

PROPOSAL/AUTHORIZATION FOR WORK

To: Pacific Ace CDD
C/O Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Revised Date: March 23, 2022
Date: January 2, 2022
Project Name: Pacific Ace CDD – Storm Water
Needs Analysis Template Assistance
Job Number: CDD PA 1002

Attn: Ms. Kristen Suit

We hereby propose to do the following work:

1. With the assistance of the CDD Management office and the CDD attorney, complete the attached Storm Water Needs Analysis Template, as required pursuant to Section 5 of Section 403.9302, Florida Statutes. Budget, funding sources and other financial information to be provided the CDD Management office and other CDD staff.
2. Additional storm modeling, GIS data entry or field inspections are not included.

All work herein is subject to the conditions described in Attachment "A" attached herewith and made a part of this "Authorization for Work".

Fees for the above will be billed as follows:

Lump Sum \$12,500

ACCEPTANCE:

Pacific Ace CDD

By: _____

Date: _____

Please return one signed copy to Mrs. RikkiLee Glass.

CC: File

\\hdfile\Contracts\1.HEIDT DESIGN\Work Orders\CDD PA\1002.docx

HEIDT DESIGN, LLC

By: _____

Tim Plate, P.E.
Senior Project Manager

Attachment "A" HEIDT DESIGN, LLC GENERAL CONDITIONS

Your acceptance of this proposal shall constitute an Agreement between the Client and Heidt Design, LLC. The Agreement is comprised of these General Conditions and the accompanying written proposal or authorization for services.

Section 1. Heidt Design, LLC's Responsibilities

1.01 Heidt Design, LLC agrees to provide the professional services described in the Scope of Services portion of the proposal.

1.02 The scope of services does not include site investigations or other engineering evaluations to determine the presence or extent of hazardous wastes or soil and groundwater contamination. Heidt Design, LLC accepts no responsibility or liability in this regard.

1.03 Opinions of probable construction costs provided by Heidt Design, LLC represent our best judgment but do not constitute a guarantee since we have no control over contractor pricing.

Section 2. Client's Responsibilities

2.01 The signature on this contract authorizes the work herein described and does so on behalf of the owner in question and warrants that he has the authority to sign this agreement on behalf of the Owner.

2.02 Unless otherwise stated, Heidt Design, LLC will have access to the site for activities necessary for the performance of the services. Heidt Design, LLC will take precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2.03 Client acknowledges that the work described herein will constitute a lien against the property.

2.04 In the event improvements are dedicated to public use or otherwise alienated by the Owner, then Heidt Design, LLC shall be entitled to a lien on all property abutting said improvements.

Section 3. Deliverables

3.01 Unless otherwise agreed to in this contract, all sketches, tracings, drawings, computations, details, design calculations, permits, and other documents and plans prepared by Heidt Design, LLC, pursuant to this contract are instruments of service and are the property of Heidt Design, LLC. Client may not use or modify such documents on other projects or extensions of this project without the prior written approval of Heidt Design, LLC. Notwithstanding any provision in this contract to the contrary, in the event of a default by Client (including, without limitation, any failure to pay amounts due within 30 days of invoice date), Heidt Design, LLC, shall be entitled to exclusive ownership and possession of any and all documents prepared pursuant to this contract.

Section 4. Compensation

4.01 All fees stated in this contract shall be payable in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at our prevailing hourly rates, subject to any agreed upon limits.

4.02 Work will be billed at the end of each month under the terms of this contract, and Heidt Design, LLC shall expect payment by the twenty-fifth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due Heidt Design, LLC for services within 30 days of the invoice date, the amount(s) due shall include an additional interest charge based upon the rate of 1 ½ percent applied to the unpaid balance per month after the thirtieth day.

4.03 In addition to the fees in this contract, we charge all out-of-pocket expenses such as printing, photocopying, long distance telephone calls, postage, consultant fees and permit fees, (if necessary), etc. at our cost plus 15%. Client shall pay the following items in advance: (a) all review/permit fees required by governmental agencies, and (b) any fees or other charges to be imposed upon Heidt Design, LLC, by its insurance carriers in excess of those necessary to obtain a standard certificate of insurance (including, without limitation, for earmarking of policy coverage to the project or for a waiver of subrogation). In the event Heidt Design, LLC pays such fees, Client shall reimburse them in addition to the contract prices stated herein.

4.04 Any work requested which is not included in the stated fees shall be performed only after the execution of an "Authorization for Work" form. Fees for the additional work shall be at the rates prevailing at the time of the additional service.

4.05 Notwithstanding any other terms or conditions herein to the contrary, it is expressly understood and agreed that Heidt Design, LLC, at its sole discretion, shall have the right to cease work on the project and withhold all information and documents concerning the project in the event until any amounts then due have been outstanding for more than 30 days from the date of the invoice. It is further agreed that Client shall hold Heidt Design, LLC harmless for any and all damages resulting from ceasing work and/or withholding information or documents concerning the project.

4.06 All rates and fees are subject to renegotiation after a one-month period from the date of this Contract if it has not been accepted.

Section 5. Termination

5.01 The Client or Heidt Design, LLC may terminate this agreement should the other fail to perform its obligations hereunder.

5.02 In the event this contract is terminated prior to completion, Heidt Design, LLC shall be entitled to payment for services performed as of the date of termination, plus out-of-pocket expenses.

Section 6. Indemnification

6.01 Client shall indemnify, defend, and hold harmless Heidt Design, LLC against any damages or liability, including but not limited to, attorneys' fees, and costs; whether or not foreseeable or in the contemplation of Heidt Design, LLC or Client; and whether caused in whole or in part by an act, omission, default, or negligence of Client, Client's agents or subcontractors, Heidt Design, LLC or its officers, directors, agents, subcontractors, or employees; that Heidt Design, LLC

may suffer as a result of any claims, suits, or actions arising out of or relating to this Agreement or its performance. Client shall not be required to indemnify Heidt Design, LLC from claims or damages resulting from the gross negligence or willful misconduct of Heidt Design, LLC or its officers, directors, agents, subcontractors, or employees. The indemnification provided by Client under this provision shall not exceed \$1,000,000.00, which Client agrees bears a commercially reasonable relationship to this Agreement. In the event this provision is determined not to comply with § 725.06, Florida Statutes, that Parties agree that any court may modify this provision to comply with § 725.06, Florida Statutes, including, but not limited to, altering the limitation of liability to a commercially reasonable amount determined by the Court.

6.02 The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Heidt Design, LLC, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above-named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Section 7. Limitation of Liability

7.01 In recognition of the relative risks, rewards and benefits of the project to both the Client and Heidt Design, LLC, the risks have all been allocated such that the Client agrees that, to the fullest extent permitted by law, Heidt Design, LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed Heidt Design, LLC's fees under this agreement or \$50,000, whichever is less. Such causes include, but are not limited to, Heidt Design, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.02 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL EMPLOYED BY A BUSINESS ENTITY OR AN AGENT OF THE BUSINESS ENTITY IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT UNDER CERTAIN CIRCUMSTANCES. FURTHER, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE DESIGN PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE PURSUANT TO THAT SAME STATUTE.

Section 8. Dispute Resolution

8.01 Any claims or disputes made during design, construction or post-construction between the Client and Heidt Design, LLC shall be submitted to non-binding mediation. Client and Heidt Design, LLC agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

8.02 The prevailing party in any litigation between the parties relating to or arising out of this contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.



Attachment B
FEE SCHEDULE
 (Effective April 21, 2021)

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Administrative Assistant	\$95.00
Project Coordinator	\$105.00
Permit Coordinator	\$105.00
Sr. Permit Coordinator	\$130.00
Designer	\$115.00
Sr. Designer	\$135.00
GIS Analyst	\$125.00
Sr. GIS Analyst	\$145.00
Construction Inspector	\$130.00
Sr. Construction Inspector	\$155.00
Ecologist	\$140.00
Sr. Ecologist	\$165.00
Community Planner	\$135.00
Sr. Community Planner	\$160.00
Land Planner	\$135.00
Sr. Land Planner	\$160.00
Landscape Architect	\$140.00
Sr. Landscape Architect	\$165.00
Engineer	\$150.00
Sr. Engineer	\$175.00
Project Manager	\$160.00
Sr. Project Manager	\$190.00
Principal	\$245.00
District Engineer	\$250.00

Initial _____

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

12

**FIELD OPERATIONS
AGREEMENT**

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered into this 1st day of March, 2022 by and between:

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

EMPIRE MANAGEMENT GROUP, INC., a Florida profit corporation, whose mailing address is 770 Almond Street, Suite A, Clermont, FL 34711 (“**Manager**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); 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 presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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. MANAGER’S OBLIGATION.

A. Specific Duties. Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. General Duties. Manager shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District’s bond covenants relating to such maintenance under the District’s direction. Manager shall not have authority to execute contracts and/or change orders on behalf of the District.

Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors of the District. Manager shall attend monthly board of supervisor meetings when requested by the District Manager or Board of Supervisors.

C. *Inspection.* Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. *Investigation and Report of Accidents/Claims.* Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager 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.

F. *Adherence to District Rules, Regulations and Policies.* To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property 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. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Manager 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.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

A. The term of this Agreement shall commence as of the date first written above and shall terminate on September 30, 2022. However, unless otherwise terminated in accordance with this Agreement, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and reimbursable expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager 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 minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' 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. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, 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 Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager 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 11. 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 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. 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 Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. 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 Manager may deliver Notice on behalf of the District and the Manager. 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 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

SECTION 17. 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 Lake County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager 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 Manager 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 the Manager’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 Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. 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 20. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm’s length transaction. The District and the Manager 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.

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

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____, Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____ as Chairman for PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____ as Secretary/Assistant Secretary of the Board of Supervisors for PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission

EMPIRE MANAGEMENT GROUP, INC.

Witnesses:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022 by _____ as _____ of EMPIRE MANAGEMENT GROUP, INC., a Florida profit corporation, who is personally known or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission:

EXHIBIT A
Scope of Services

EXHIBIT A

FY22 Management Services – \$1,458.33 per month

FY23 Management Services- \$2000.00 per month

FY24/ built out Management Services- \$2,745.00 per month

***Upon completion of the amenity, \$1,000 per month will be charged for Field Management/Administrative Services of the amenity and staff.**

***Facility Staff Management will be billed on an as-needed basis with prior approval from the district in regards to scope and frequency. Any charges will be in line with the established budgetary line item for the fiscal year.**

1. Operate the Common Elements and other property owned by the CDD (the "Property") according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District's policies and Rules of Procedure. .
3. Solicit and negotiate bids for purchases of services and materials to the -District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District's governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed-Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.

9. Agent may charge the fee prescribed in Schedule A and B for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/ non - Holiday per fiscal year. Any meeting over 3 hours will be billed at \$100 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9pm will be billed at \$100 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$100 per hour.

EXHIBIT B
Insurance Certificate and Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2022

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

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

PRODUCER Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	CONTACT NAME: PHONE (A/C, No, Ext): 407-869-0962 FAX (A/C, No): 407-774-0936 E-MAIL ADDRESS: info@sihle.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Empire Management Group Inc. and Ferdinandsen Enterprises Inc. World of Homes and Pinnacle Property Management LL 801 N Main Street Kissimmee FL 34744	INSURER A: Westfield Insurance Company 24112	
	INSURER B: The Hanover Insurance Company 22292	
	INSURER C: CNA Insurance	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 293856657 **REVISION NUMBER:**

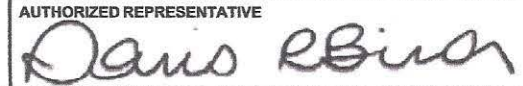
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CWP7749848	9/26/2021	9/26/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CWP7749848	9/26/2021	9/26/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CWP7749848	9/26/2021	9/26/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B C A	Crime Professional Liability Property			BDJ1015388-08 652372538 CWP7749848	9/26/2021 9/26/2021 9/26/2021	9/26/2022 9/26/2022 9/26/2022	10,000 ded 5,000 Deductible 500 Deductible	1,200,000 1,000,000 See Below**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 1511 E. SR 434 #3001, Winter Springs, FL 32708 - BPP @ \$66,293
 224 Annie Street, Orlando, FL 32806 - BPP @ \$51,000
 801-809 N. Main Street, Kissimmee, FL 34744 - Bldg. #1 BPP @ \$47,000; Bldg. #2 @ \$5,000
 770 Almond St. #A, Clermont, FL 34711 - BPP @ \$20,000
 1495 N. Maitland Avenue, Maitland, FL 32751 - BPP @ \$100,000

Replacement Cost / Special Including Theft / 90% Co-Insurance / 2% Wind/Hail Deductible

See Attached...

CERTIFICATE HOLDER Pacific Ace Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton FL 33431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Sihle Insurance Group, Inc.		NAMED INSURED Empire Management Group Inc. and Ferdinandsen Enterprises Inc. World of Homes and Pinnacle Property Management LL 801 N Main Street Kissimmee FL 34744	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pacific Ace Community Development District c/o Wrathell, Hunt and Associates, LLC are included as Additional Insured with respect to General Liability when required by written contract. 30 Days Notice of Cancellation for Non-Payment of Premium.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

13



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter called "**AWC**", and

Pacific Ace CDD
C/O Empire Management Group
770 Almond Street
Clermont, FL 34711
Mike & Jorge 352-227-2100

One year: 3/1/22-2/28/23*

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

4 Ponds associated with The Sanctuary- Pacific Ace CDD

CUSTOMER agrees to pay **AWC** in the following amount and manner:

- | | |
|---|---------------------|
| - Shoreline grass and brush control | \$ 395.00 (monthly) |
| - Floating & Submersed vegetation | \$ Included |
| - Additional treatments as required by AWC | \$ Included |
| - A monthly report of all waterways treated | \$ Included |

Total monthly investment \$ **395.00**

Scheduled treatments will provided on a monthly basis (approximately once every 30 days)

Payments for this service will be made in equal and consecutive monthly installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Chad Inscho 2/24/22

Aquatic Weed Control, Inc.

Stephen McCon *Chadman*

Customer's Signature Title

Stephen McCon *2/25/2022*

Print Signature Date

Print Company Name



Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMERS's responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if not signed and returned within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMERS failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Chad Inscho 2/24/22

Aquatic Weed Control, Inc.


Customer's Signature **Date** 2/25/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2022

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

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


PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Wendy Evans PHONE (A/C, No, Ext): (407) 809-5312 FAX (A/C, No): E-MAIL ADDRESS: Wendy.Evans@ioausa.com
	INSURER(S) AFFORDING COVERAGE
INSURED Aquatic Weed Control, Inc. P O Box 593258 Orlando, FL 32859	INSURER A: Southern-Owners Insurance Company NAIC # 10190
	INSURER B: Owners Insurance Company NAIC # 32700
	INSURER C: Bridgefield Casualty Insurance Company NAIC # 10335
	INSURER D: Beazley Insurance Company, Inc NAIC # 37540
	INSURER E: INSURER F:

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

THIS IS TO VERIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NO WITHSANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENTS WHICH THIS CERTIFICATE OF LIABILITY MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND ENDORSEMENTS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY LAIMS-MADE <input checked="" type="checkbox"/> OR			164682-72817388-21	5/1/2021	5/1/2022	EA HO RREN E \$ 1,000,000
							DAMAGE OREN ED PREMISES (Ea occurrence) \$ 300,000
							MED E P (Any one person) \$ 10,000
							PERSONAL & ADV INJ RY \$ 1,000,000
							GENERAL AGGREGA E \$ 2,000,000
							PROD S - OMP OP AGG \$ 2,000,000
							HIRED NONOWNED \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY A O OWNED A OS ONLY <input checked="" type="checkbox"/> HIRED A OS ONLY <input checked="" type="checkbox"/> S HED LED A OS <input checked="" type="checkbox"/> NON-OWNED A OS ONLY			4281738802	5/1/2021	5/1/2022	OMBINED SINGLE LIMI (Ea accident) \$ 1,000,000
							BODILY INJ RY (Per person) \$
							BODILY INJ RY (Per accident) \$
							PROPER Y DAMAGE (Per accident) \$
							PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB LAIMS-MADE <input type="checkbox"/> OR DED <input checked="" type="checkbox"/> RE EN ION \$ 10,000			42-817-388-03	5/1/2021	5/1/2022	EA HO RREN E \$ 5,000,000
							AGGREGA E \$ 5,000,000
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIE OR PAR NER E E OFFI ER MEMBER E L DED? (Mandatory in NH) If yes, describe under DES RIP ION OF OPERA IONS below			196-48522	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER S A E <input type="checkbox"/> O H-ER \$ 1,000,000
							E.L. EA H A IDEN \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLI Y LIMI \$ 1,000,000
A	Equipment Floater			164682-72817388-21	5/1/2021	5/1/2022	Leased/Rented 50,000
D	Pollution Commercial			ENP 0004438-02	5/1/2021	5/1/2022	Agg \$2,000,000/Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Pacific Ace CDD c/o Empire Management Group 770 Almond Street Clermont, FL 34711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Aquatic Weed Control, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>N/A</u></p> <p>Exemption from FATCA reporting code (if any) <u>N/A</u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 593258</p> <p>6 City, state, and ZIP code Orlando, FL 32859</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
5	9		-	3	3	0	6	2	1	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>01/01/2022</u>
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

14

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 5,920	\$ -	\$ 5,920
Undeposited funds	8,169	-	8,169
Total assets	\$ 14,089	\$ -	\$ 14,089
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 8,117	\$ -	\$ 8,117
Due to Landowner	-	9,011	9,011
Landowner advance	6,000	-	6,000
Total liabilities	14,117	9,011	23,128
 Fund balances:			
Restricted for:			
Debt service	-	(9,011)	(9,011)
Assigned:			
Monument signage/entry hardscape	268	-	268
Pool/deck/pool equipment/cabana	318	-	318
Fencing/pavilions	96	-	96
Playground	129	-	129
Amenity parking lot	154	-	154
Unassigned	(993)	-	(993)
Total fund balances	(28)	(9,011)	(9,039)
 Total liabilities and fund balances	 \$ 14,089	 \$ -	 \$ 14,089

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	8,169	30,793	440,321	7%
Total revenues	<u>8,169</u>	<u>30,793</u>	<u>440,321</u>	7%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	-	387	15,000	3%
Engineering	-	-	3,000	0%
Audit*	-	-	4,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,000	0%
Telephone	17	100	200	50%
Postage	-	22	500	4%
Printing & binding	42	250	500	50%
Legal advertising	-	316	1,500	21%
Annual special district fee	-	175	175	100%
Insurance	-	5,175	5,500	94%
Contingencies/bank charges	28	186	500	37%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>4,087</u>	<u>30,821</u>	<u>87,040</u>	35%
Operations and Maintenance				
Management and administration				
Contingency	-	-	1,350	0%
Licenses/taxes/permits	-	-	500	0%
O&M accounting services	-	-	4,500	0%
Insurance (property coverage only)	-	-	3,500	0%
Management services	-	-	17,500	0%
Postage	-	-	500	0%
Office supplies/printing binding	-	-	2,250	0%
General administrative	-	-	2,250	0%
Grounds/building maintenance				
General maintenance	-	-	5,000	0%
Irrigation repairs	-	-	3,500	0%
Landscape contract	-	-	65,000	0%
Landscape extras - replacement, mulch, annuals	-	-	12,500	0%
Tree trimming	-	-	2,500	0%
Pressure washing	-	-	4,000	0%
Aquatic maintenance/monitoring	-	-	10,000	0%
Fence/wall/lighting repairs	-	-	2,000	0%

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Operations and Maintenance (continued)				
Recreational - amenity				
Insurance amenity	-	-	5,000	0%
Facility management	-	-	22,000	0%
Office supplies/operating supplies	-	-	700	0%
Special events	-	-	2,400	0%
Holiday decorations	-	-	4,000	0%
Electric - amenity	-	-	10,000	0%
Domestic water/sewer - amenity	-	-	6,000	0%
Irrigation reclaimed - amenity	-	-	6,000	0%
Telephone/cable/internet - amenity	-	-	3,000	0%
Pool/cabana general maintenance	-	-	3,500	0%
Playground maintenance	-	-	1,500	0%
Pool permits/licenses	-	-	800	0%
Pool service contract	-	-	18,000	0%
Pool repairs/maintenance	-	-	1,500	0%
Janitorial service contract	-	-	10,200	0%
Refuse - pet station service contract	-	-	3,600	0%
Landscape maintenance	-	-	18,000	0%
Landscape seasonal (annuals & mulch)	-	-	4,800	0%
Landscape contingency	-	-	4,000	0%
Field management/administrative	-	-	12,000	0%
Fitness equipment lease (if applicable)	-	-	6,000	0%
Fitness equipment repairs	-	-	1,500	0%
Termite bond/pest control	-	-	1,400	0%
Security				
Alarm monitoring	-	-	1,000	0%
Electronic access cards	-	-	700	0%
Surveillance services	-	-	2,400	0%
Maintenance	-	-	3,000	0%
ASCAP/BMI licenses	-	-	950	0%
Utilities				
Electric - common areas/irrigation meters	-	-	4,800	0%
Electric - lift station	-	-	3,600	0%
Electric - street lights	-	-	8,000	0%
Irrigation - common areas	-	-	45,000	0%
Total field operations	-	-	352,200	0%
Total expenditures	4,087	30,821	439,240	7%
Excess/(deficiency) of revenues over/(under) expenditures	4,082	(28)	1,081	
Fund balances - beginning	(4,110)	-	-	
Assigned				
Monument signage/entry hardscape	268	268	268	
Pool/deck/pool equipment/cabana	318	318	318	
Fencing/pavilions	96	96	96	
Playground	129	129	129	
Amenity parking lot	154	154	154	
Unassigned	(993)	(993)	116	
Fund balances - ending	<u>\$ (28)</u>	<u>\$ (28)</u>	<u>\$ 1,081</u>	

* These items will be realized the year after the issuance of bonds.

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(9,011)</u>	 <u>(9,011)</u>
Fund balances - ending	<u><u>\$ (9,011)</u></u>	<u><u>\$ (9,011)</u></u>

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

15

DRAFT

**MINUTES OF MEETING
PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Pacific Ace Community Development District held a Special Meeting on November 12, 2021, at 2:00 p.m., at the Citrus Coffee Co., 141 N Highway 27, Clermont, Florida 34711-2401.

Present were:

Stephen McConn	Chair
Casey Dare	Vice Chair
Stephen Feccia	Assistant Secretary

Also present, were:

Kristen Suit	District Manager
Nika Hosseini (via telephone)	District Counsel
Jeremy Morton (via telephone)	District Engineer
Steve Sandford (via telephone)	Bond Counsel
Dan Liparini (via telephone)	Supervisor-Appointee
James McKransky	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 2:05 p.m. Supervisors McConn, Dare and Feccia were present, in person. Supervisors Wyborski and Horowitz were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-01, Authorizing the Issuance of not Exceeding \$5,500,000 Pacific Ace Community Development District Special Assessment Bonds, Series 2022 (2022 Project) (The "2022 Bonds") to Finance Certain Public

40 Infrastructure Within the District;
41 Determining the Need for a Negotiated
42 Limited Offering of the 2022 Bonds and
43 Providing for a Delegated Award of Such
44 Bonds; Appointing the Underwriter for the
45 Limited Offering of the 2022 Bonds;
46 Approving the Form of and Authorizing the
47 Execution and Delivery of a Bond Purchase
48 Contract with Respect to the 2022 Bonds;
49 Approving the Use of that Certain Master
50 Trust Indenture Previously Approved by
51 the Board with Respect to the 2022 Bonds;
52 Approving the Form of and Authorizing the
53 Execution and Delivery of a First
54 Supplemental Trust Indenture Governing
55 the 2022 Bonds; Approving the Form of
56 and Authorizing the Distribution of a
57 Preliminary Limited Offering
58 Memorandum; Approving the Execution
59 and Delivery of a Final Limited Offering
60 Memorandum; Approving the Form of and
61 Authorizing the Execution of a Continuing
62 Disclosure Agreement, and Appointing a
63 Dissemination Agent; Approving the
64 Application of Bonds Proceeds; Authorizing
65 Certain Modifications to the Assessment
66 Methodology Report and Engineer's
67 Report; Providing for the Registration of
68 the 2022 Bonds Pursuant to the DTC Book-
69 Entry Only System; Authorizing the Proper
70 Officials to Do All Things Deemed
71 Necessary in Connection with the Issuance,
72 Sale and Delivery of the 2022 Bonds; and
73 Providing for Severability, Conflicts and an
74 Effective Date

75
76 Mr. Sanford presented Resolution 2022-01, which accomplishes the following:
77 ➤ Sets forth that the maximum amount of bonds to be issued cannot exceed \$5,500,000.
78 ➤ Sets forth the terms to be followed for the sale of the bonds.
79 ➤ Approves the Bond Purchase Contract, the PLOM, the Continuing Disclosure Agreement
80 and the First Supplemental Trust Indenture.

81 ➤ Authorizes any necessary changes to the Assessment Methodology Report and the
82 Engineer’s Report in connection with the issuance of the 2022 Bonds or modifications to the
83 2022 Project.

84 A Board Member pointed out that Exhibit F still has American Land Development of
85 Central Florida LLC as the Landowner.

86 Mr. Sanford would amend the Exhibit F, as follows:

87 Change: “American Land Development of Central Florida LLC” to “KB Home Orlando
88 LLC”

89

90 **On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor,**
91 **Resolution 2022-01, Authorizing the Issuance of not Exceeding \$5,500,000**
92 **Pacific Ace Community Development District Special Assessment Bonds, Series**
93 **2022 (2022 Project) (The “2022 Bonds”) to Finance Certain Public Infrastructure**
94 **Within the District; Determining the Need for a Negotiated Limited Offering of**
95 **the 2022 Bonds and Providing for a Delegated Award of Such Bonds;**
96 **Appointing the Underwriter for the Limited Offering of the 2022 Bonds;**
97 **Approving the Form of and Authorizing the Execution and Delivery of a Bond**
98 **Purchase Contract with Respect to the 2022 Bonds; Approving the Use of that**
99 **Certain Master Trust Indenture Previously Approved by the Board with Respect**
100 **to the 2022 Bonds; Approving the Form of and Authorizing the Execution and**
101 **Delivery of a First Supplemental Trust Indenture Governing the 2022 Bonds;**
102 **Approving the Form of and Authorizing the Distribution of a Preliminary**
103 **Limited Offering Memorandum; Approving the Execution and Delivery of a**
104 **Final Limited Offering Memorandum; Approving the Form of and Authorizing**
105 **the Execution of a Continuing Disclosure Agreement, and Appointing a**
106 **Dissemination Agent; Approving the Application of Bonds Proceeds;**
107 **Authorizing Certain Modifications to the Assessment Methodology Report and**
108 **Engineer’s Report; Providing for the Registration of the 2022 Bonds Pursuant to**
109 **the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All**
110 **Things Deemed Necessary in Connection with the Issuance, Sale and Delivery**
111 **of the 2022 Bonds; and Providing for Severability, Conflicts and an Effective**
112 **Date, as amended, was adopted.**

113

114

115 **FOURTH ORDER OF BUSINESS**

**Acceptance of Resignation of Wayne
Horowitz, Seat 2; Term Expires November
2024**

116

117

118

119

120 Ms. Suit presented the resignation of Mr. Wayne Horowitz.

121

122 **On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the**
123 **resignation of Mr. Wayne Horowitz, dated September 20, 2021, was accepted.**

124

125

126 **FIFTH ORDER OF BUSINESS**

**Consider Appointment of Dan Liparini to
Fill Unexpired Term of Seat 2**

127

128

129 Mr. McConn nominated Mr. Dan Liparini to fill Seat 2.

130 No other nominations were made.

131 Mr. Liparini confirmed that a Notary was present at his location.

132 • **Administration of Oath of Office (*the following to be provided in a separate package*)**

133 Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of
134 Office to Mr. Liparini. The Notary at M. Liparini’s location witnessed and acknowledged the
135 administration of the Oath of Office.

136 Ms. Suit distributed and briefly described the following items:

137 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

138 **B. Membership, Obligations and Responsibilities**

139 **C. Chapter 190, Florida Statutes**

140 **D. Financial Disclosure Forms**

141 **I. Form 1: Statement of Financial Interests**

142 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

143 **III. Form 1F: Final Statement of Financial Interests**

144 **E. Form 8B: Memorandum of Voting Conflict**

145

146 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02,
Designating Certain Officers of the District,
and Providing for an Effective Date**

147

148

149

150 Ms. Suit presented Resolution 2022-02.

151 Mr. McConn nominated the following slate of officers:

152 Stephen McConn

Chair

- 153 Casey Dare Vice Chair
- 154 Craig Wrathell Secretary
- 155 Fred Wyborski Assistant Secretary
- 156 Stephen Feccia Assistant Secretary
- 157 Dan Liparini Assistant Secretary
- 158 Kristen Suit Assistant Secretary

159 No other nominations were made.

160

161 **On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor,**
 162 **Resolution 2022-02, Designating Certain Officers of the District, and Providing**
 163 **for an Effective Date, was adopted.**

164

165

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-03, Designating the Primary Administrative Office and Principal Headquarters of the District; Designating the Location of the Local District Records Office; and Providing an Effective Date

167

168

169

170

171

172

173 This item was deferred.

174

EIGHTH ORDER OF BUSINESS

Consideration of Access Management and Field Operations Agreement

176

177

178 Ms. Hosseini presented the Access Management and Field Operations Agreement and
 179 requested approval, in substantial form.

180

181 **On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the**
 182 **Access Management and Field Operations Agreement, in substantial form, was**
 183 **approved.**

184

185

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2021

187

188

189

190 Ms. Suit presented the Unaudited Financial Statements as of September 30, 2021.

191

192 **On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the**
193 **Unaudited Financial Statements as of September 30, 2021, were accepted.**

194

195

196 **TENTH ORDER OF BUSINESS**

**Approval of August 25, 2021 Public Hearing
and Regular Meeting Minutes**

197

198

199 Ms. Suit presented the August 25, 2021 Public Hearing and Regular Meeting Minutes.

200

201 **On MOTION by Mr. Liparini and seconded by Mr. Feccia, with all in favor, the**
202 **August 25, 2021 Public Hearing and Regular Meeting Minutes, as presented,**
203 **were approved.**

204

205

206 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

207

208 **A. District Counsel: *Cobb Cole***

209 Ms. Hosseini stated Staff is in the process of preparing bond documents with
210 coordination from Bond Counsel.

211 **B. District Engineer: *Heidt Design***

212 Mr. Morton stated the amendments to the Engineer’s Report would be completed and
213 finalized by next week.

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

215 **• UPCOMING MEETINGS**

- 216 **▪ November 24,2021 at 2:00 P.M.**
- 217 **▪ December 22, 2021 at 2:00 P.M.**
- 218 **▪ January 26, 2022 at 2:00 P.M.**

219 **○ QUORUM CHECK**

220 The November meeting was cancelled.

221 The next meeting would be held on December 22, 2021.

222

223

224 **TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

225

226 There were no Board Members' comments or requests.

227

228 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

229

230 No members of the public spoke.

231

232 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

233

234 There being nothing further to discuss, the meeting adjourned.

235

236 **On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the**
237 **meeting adjourned at 2:26 p.m.**

238

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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251

Secretary/Assistant Secretary

Chair/Vice Chair

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

16C

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2021 CANCELED	Regular Meeting	2:00 PM
November 12, 2021	Special Meeting	2:00 PM
<i>Citrus Coffee Co., 141 N Highway 27, Clermont, Florida 34711-2401</i>		
November 24, 2021 CANCELED	Regular Meeting	2:00 PM
December 22, 2021 CANCELED	Regular Meeting	2:00 PM
January 26, 2022 CANCELED	Regular Meeting	2:00 PM
February 23, 2022 CANCELED	Regular Meeting	2:00 PM
March 23, 2022 CANCELED	Regular Meeting	2:00 PM
April 27, 2022	Regular Meeting	2:00 PM.
May 25, 2022	Regular Meeting	2:00 PM
June 22, 2022	Regular Meeting	2:00 PM
July 27, 2022	Regular Meeting	2:00 PM
August 24, 2022	Public Hearing & Regular Meeting	2:00 PM.
September 28, 2022	Regular Meeting	2:00 PM