

# **PACIFIC ACE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**February 23, 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**

February 16, 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 Special Meeting on February 23, 2022, at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. 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
4. Ratification of Empire Management Group, Inc., Field Operations Agreement
5. Consideration of Heidt Design, LLC, Proposal/Authorization for Work to Provide Stormwater Needs Analysis
6. Acceptance of Unaudited Financial Statements as of January 31, 2022
7. Approval of November 12, 2021 Special Meeting Minutes
8. Staff Reports
  - A. District Counsel: *Cobb Cole*
  - B. District Engineer: *Heidt Design, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: March 23, 2022 at 2:00 P.M.

**ATTENDEES:**

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

**NOTE: Meeting Location**

○ QUORUM CHECK

|                       |   |                                       |                                    |
|-----------------------|---|---------------------------------------|------------------------------------|
| <b>STEPHEN McCONN</b> | <input type="checkbox"/> <b>IN PERSON</b> | <input type="checkbox"/> <b>PHONE</b> | <input type="checkbox"/> <b>NO</b> |
| <b>DAN LIPARINI</b>   | <input type="checkbox"/> <b>IN PERSON</b> | <input type="checkbox"/> <b>PHONE</b> | <input type="checkbox"/> <b>NO</b> |
| <b>STEPHEN FECCIA</b> | <input type="checkbox"/> <b>IN PERSON</b> | <input type="checkbox"/> <b>PHONE</b> | <input type="checkbox"/> <b>NO</b> |
| <b>CASEY DARE</b>     | <input type="checkbox"/> <b>IN PERSON</b> | <input type="checkbox"/> <b>PHONE</b> | <input type="checkbox"/> <b>NO</b> |
| <b>FRED WYBORSKI</b>  | <input type="checkbox"/> <b>IN PERSON</b> | <input type="checkbox"/> <b>PHONE</b> | <input type="checkbox"/> <b>NO</b> |

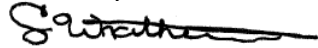
9. Board Members' Comments/Requests

10. Public Comments

11. 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**

**RESOLUTION 2022-03**

**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** \_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**PACIFIC ACE COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **PACIFIC ACE**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**FIELD OPERATIONS  
AGREEMENT**

**THIS FIELD OPERATIONS 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

**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 November 01, 2022, unless otherwise terminated in accordance with this Agreement. Thereafter, 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

### **Managerial Services – \$1,458.33 per month**

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.

\*Upon completion of the amenity, an additional \$1,000 per month will be charged for management of the amenity and staff.

\*Additional charges for amenity staff 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.



**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).

|   |   |                                     |
|---|---|-------------------------------------|
| <b>PRODUCER</b><br>Sihle Insurance Group, Inc.<br>1021 Douglas Ave.<br>Altamonte Springs FL 32714 | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> 407-869-0962 | <b>FAX (A/C. No.):</b> 407-774-0936 |
|   | <b>E-MAIL ADDRESS:</b> info@sihle.com                             |                                     |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                       |
| <b>INSURER A :</b> Westfield Insurance Company  |   | 24112                               |
| <b>INSURER B :</b> The Hanover Insurance Company  |   | 22292                               |
| <b>INSURER C :</b> CNA Insurance  |   |                                     |
| <b>INSURER D :</b>  |   |                                     |
| <b>INSURER E :</b>  |   |                                     |
| <b>INSURER F :</b>  |   |                                     |

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> 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        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED 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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | CWP7749848    | 9/26/2021               | 9/26/2022               | EACH OCCURRENCE                           | \$ 5,000,000    |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$              |
|          |   |           |          |               |                         |                         |   | \$              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | PER STATUTE                               | OTHER           |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$              |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$              |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$              |
| B        | Crime   |           |          | BDJ1015388-08 | 9/26/2021               | 9/26/2022               | 10,000 ded                                | 1,200,000       |
| C        | Professional Liability  |           |          | 652372538     | 9/26/2021               | 9/26/2022               | 5,000 Deductible                          | 1,000,000       |
| A        | Property  |           |          | CWP7749848    | 9/26/2021               | 9/26/2022               | 500 Deductible                            | 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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**ADDITIONAL REMARKS SCHEDULE**

|                                       |           |  |  |
|---------------------------------------|-----------|--|--|
| AGENCY<br>Sihle Insurance Group, Inc. |           | NAMED INSURED<br>Empire Management Group Inc. and Ferdinandsen Enterprises Inc.<br>World of Homes and Pinnacle Property Management LL<br>801 N Main Street<br>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**

**5**



# PROPOSAL/AUTHORIZATION FOR WORK

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

**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

**HEIDT DESIGN, LLC**

By:  \_\_\_\_\_  
Jeremy Morton, P.E.  
Senior Project Manager

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

**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 WITH IN 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**

**6**

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

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

|   | General<br>Fund  | Debt<br>Service<br>Fund | Total<br>Governmental<br>Funds |
|---|------------------|-------------------------|--------------------------------|
| <b>ASSETS</b>   |                  |                         |                                |
| Cash  | \$ 5,936         | \$ -                    | \$ 5,936                       |
| Due from Landowner  | 8,490            | -                       | 8,490                          |
| Total assets  | <u>\$ 14,426</u> | <u>\$ -</u>             | <u>\$ 14,426</u>               |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                  |                         |                                |
| Liabilities:  |                  |                         |                                |
| Accounts payable  | \$ 8,426         | \$ -                    | \$ 8,426                       |
| Due to Landowner  | -                | 9,011                   | 9,011                          |
| Landowner advance   | 6,000            | -                       | 6,000                          |
| Total liabilities   | <u>14,426</u>    | <u>9,011</u>            | <u>23,437</u>                  |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                  |                         |                                |
| Deferred receipts   | 8,490            | -                       | 8,490                          |
| Total deferred inflows of resources                                   | <u>8,490</u>     | <u>-</u>                | <u>8,490</u>                   |
| Fund balances:  |                  |                         |                                |
| Restricted for:   |                  |                         |                                |
| Debt service  | -                | (9,011)                 | (9,011)                        |
| 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  | (9,455)          | -                       | (9,455)                        |
| Total fund balances   | <u>(8,490)</u>   | <u>(9,011)</u>          | <u>(17,501)</u>                |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 14,426</u> | <u>\$ -</u>             | <u>\$ 14,426</u>               |

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

|  | Current<br>Month | Year to<br>Date | Budget         | % of<br>Budget |
|--|------------------|-----------------|----------------|----------------|
| <b>REVENUES</b>                                |                  |                 |                |                |
| Landowner contribution                         | 4,610            | 14,134          | 440,321        | 3%             |
| Total revenues                                 | <u>4,610</u>     | <u>14,134</u>   | <u>440,321</u> | 3%             |
| <b>EXPENDITURES</b>                            |                  |                 |                |                |
| <b>Professional &amp; administrative</b>       |                  |                 |                |                |
| Management/accounting/recording                | 4,000            | 16,000          | 48,000         | 33%            |
| 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                                      | 16               | 66              | 200            | 33%            |
| Postage  | -                | -               | 500            | 0%             |
| Printing & binding                             | 42               | 167             | 500            | 33%            |
| Legal advertising                              | 100              | 316             | 1,500          | 21%            |
| Annual special district fee                    | -                | 175             | 175            | 100%           |
| Insurance                                      | -                | 5,175           | 5,500          | 94%            |
| Contingencies/bank charges                     | 31               | 128             | 500            | 26%            |
| Website hosting & maintenance                  | -                | -               | 705            | 0%             |
| Website ADA compliance                         | 210              | 210             | 210            | 100%           |
| Total professional & administrative            | <u>4,399</u>     | <u>22,624</u>   | <u>87,040</u>  | 26%            |
| <b>Operations and Maintenance</b>              |                  |                 |                |                |
| <b>Management and administration</b>           |                  |                 |                |                |
| 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%             |
| <b>Grounds/building maintenance</b>            |                  |                 |                |                |
| 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 JANUARY 31, 2022**

|  | <u>Current<br/>Month</u> | <u>Year to<br/>Date</u> | <u>Budget</u>   | <u>% of<br/>Budget</u> |
|--|--------------------------|-------------------------|-----------------|------------------------|
| <b>Operations and Maintenance (continued)</b>                |                          |                         |                 |                        |
| <b>Recreational - amenity</b>                                |                          |                         |                 |                        |
| 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%                     |
| <b>Security</b>  |                          |                         |                 |                        |
| Alarm monitoring   | -                        | -                       | 1,000           | 0%                     |
| Electronic access cards                                      | -                        | -                       | 700             | 0%                     |
| Surveillance services  | -                        | -                       | 2,400           | 0%                     |
| Maintenance  | -                        | -                       | 3,000           | 0%                     |
| ASCAP/BMI licenses   | -                        | -                       | 950             | 0%                     |
| <b>Utilities</b>   |                          |                         |                 |                        |
| 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   | <u>4,399</u>             | <u>22,624</u>           | <u>439,240</u>  | 5%                     |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 211                      | (8,490)                 | 1,081           |                        |
| Fund balances - beginning                                    | (8,701)                  | -                       | -               |                        |
| <b>Assigned</b>  |                          |                         |                 |                        |
| 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   | (9,455)                  | (9,455)                 | 116             |                        |
| Fund balances - ending                                       | <u>\$ (8,490)</u>        | <u>\$ (8,490)</u>       | <u>\$ 1,081</u> |                        |

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

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

# **PACIFIC ACE**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**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

166 **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

175 **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

186 **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.**

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243

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

244

245

246

247

248

249

250

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

\_\_\_\_\_ Chair/Vice Chair

# **PACIFIC ACE**

**COMMUNITY DEVELOPMENT DISTRICT**

**8C**



**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*

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