

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

February 22, 2023

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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 15, 2023

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 February 22, 2023 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. Administration of Oath of Office to Elected Supervisors, Casey Dare [SEAT 4] and Fred Wyborski [SEAT 5] *(the following will 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. 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
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Acceptance of Resignation of Supervisor Stephen Feccia [SEAT 3]; *Term Expires November 2026*
6. Consider Appointment to Fill Unexpired Term of Seat 3
 - Administration of Oath of Office to Appointed Supervisor
7. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date

ATTENDEES:

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

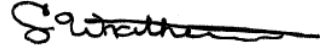
8. Ratification of Light My Christmas, LLC Invoice #2021-0096 for Holiday Lights
9. Consideration of Poop Bandit, LLC, Pet Waste Station Installation Quote/Service Agreement
10. Discussion: Revised/Updated Engineer's Report to include Amenities and Roads
11. Consideration of Resolution 2023-03, Approving the Correction of a Mistake on a Plat Dedicating Certain Lands to the Pacific Ace Community Development District; Ratifying the Quitclaim Deed of Such Property as Described Herein Back to the Applicable Entity; and Authorizing Such Other Actions as are Necessary in Furtherance of Correcting the Plat Error; And Providing An Effective Date
12. Consideration of Resolution 2023-04, Approving the Coveyance of Certain Lands to the Pacific Ace Community Development District; and Authorizing Such Other Actions as are Necessary in Furtherance of Such Conveyance; and Providing an Effective Date
13. Consideration of Quit Claim Deed [Avalon Groves CDD to Pacific Ace CDD] *in substantial form*
14. Acceptance of Unaudited Financial Statements as of January 31, 2023
15. Approval of Minutes
 - A. August 24, 2022 Public Hearing and Regular Meeting
 - B. November 1, 2022 Landowners' Meeting
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: March 22, 2023 at 2:00 PM
 - QUORUM CHECK

SEAT 1	STEPHEN McCONN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	DAN ESHLEMAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	CASEY DARE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5	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

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, 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*, being situated entirely within Lake County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 1, 2023, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Seat 3	Stephen Feccia	223 Votes
Seat 4	Casey Dare	223 Votes
Seat 5	Fred Wyborski	221 Votes

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

Seat 3	Stephen Feccia	4-Year Term
Seat 4	Casey Dare	4-Year Term
Seat 5	Fred Wyborski	2-Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2023.

Attest:

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Pacific Ace Community Development District
Attn: Craig Wrathell & Kristen Suit, District Managers
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: STEPHEN FECCA
Printed Name

Date: 2/15/2023
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Pacific Ace Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☒ personally presented at a duly noticed meeting of the Board of Supervisors, ☒ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.


Signature

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

**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.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 3. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 22nd day of February, 2023.

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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INVOICE



LIGHT MY CHRISTMAS LLC

Angel

PO BOX 1322, Winter Haven, FL 33882, UNITED STATES

Phone: +1 863-399-5145; angel@lightmychristmas.com; Website:

www.lightmychristmas.com

Invoice No#: 2021-0096
Invoice Date: Sep 9, 2022
Reference: The Sanctuary 2022
Due Date: Sep 19, 2022



\$1,649.00

AMOUNT DUE

BILL TO

Pacific Ace CDD for The Sanctuary
801 N. Main Street, Kissimmee, FL 34744, UNITED STATES
otrujillo@empirehoa.com
Phone: +1 407-770-1748

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Holiday lights installed on HOA monument Holiday lights installed on HOA monument as shown in the photo(s). C9 Lights along the top of the monument as shown. Lights will be on both sides. 60" Lit wreath with large red bow. 8 - 16" twinkly spritzers as shown. Colors used: warm white.	1	\$1,649.00	\$1,649.00
Subtotal				\$1,649.00
Shipping				\$0.00
TOTAL				\$1,649.00 USD
Minimum amount due				\$825.00

NOTES TO CUSTOMER

Thank you for choosing us to be your holiday light installers!

TERMS AND CONDITIONS

Payment Terms: 50% due to schedule the installation. Date will not be locked in until the deposit is received.
Remainder of the balance to be paid on or before day of installation.

Install date: Between Nov. 19th, 2022 - Nov. 28th, 2022 **Weather permitting and deposit made within 10 days of invoice send date.
Begin installation between: 7am - 6pm

We cannot control the weather conditions. Our listed install date assumes there will not be bad weather on that day. If there is bad weather on the install date or on the days prior to the install date, our schedule is subject to change to accommodate our other clients. The listed install date does assume the deposit is made within 10 days from the time we send the invoice. If the deposit is paid after 10 days, a new install date may be scheduled

The photo mock-ups are for a general reference only. The total light count may be different.

Installation includes the following:

All the materials needed to install the lights in the appropriate locations. All materials to power the lights such as: power cords, clips, LED lights, and other materials needed to complete the job.

Maintenance:

We will maintain the lights for the duration of the season. Starting from the install date up until January 1st. If there is ever an issue with the lights, give us a call, text, or email and we will fix the issue within 48 hours.

Takedown:

Steph McCom
9/16/22

Special case

Removal date range: Uninstall between January 8th – January 20th, 2023. We will have the Christmas lights removed no later than January 20th. We will collect and store the lights ourselves.

*****Wreath/Garland installation*****

In order to safely and securely install wreaths/garland, we will need to screw in one or more hooks into your home or building.

*****Clients are not purchasing the lights or decorations that are installed. Clients are renting our lights and decorations for the duration of the season; from the install date up to January 1st of the following year.****

*****Special case maintenance*****

If there is an issue caused by wildlife, such as chewed through cords, we will fix the issue for the first service call. For every service call for wildlife related problems after that there will be a service fee of \$50 each visit. This special case only pertains to wildlife caused issues.

*****Vandalism/Theft*****

Clients are responsible for replacements due to vandalism or theft.

Clients are required to have the necessary power outlets in proper safe working order.

NOTE – At the time of this invoice being sent, there are no active power outlets. Advised that power would be installed within 4-5 days.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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QUOTE

16227 Wind View Lane
Winter Garden, FL 34787
(407) 604-1008
mike@poopbandit.com

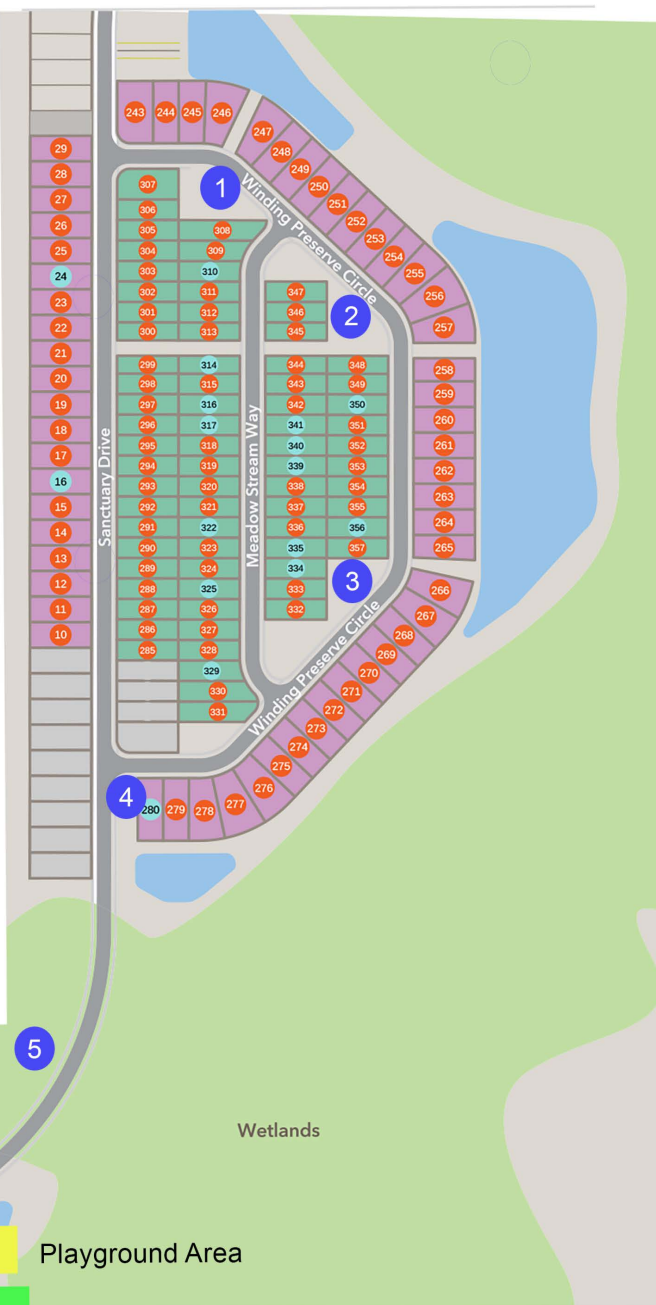
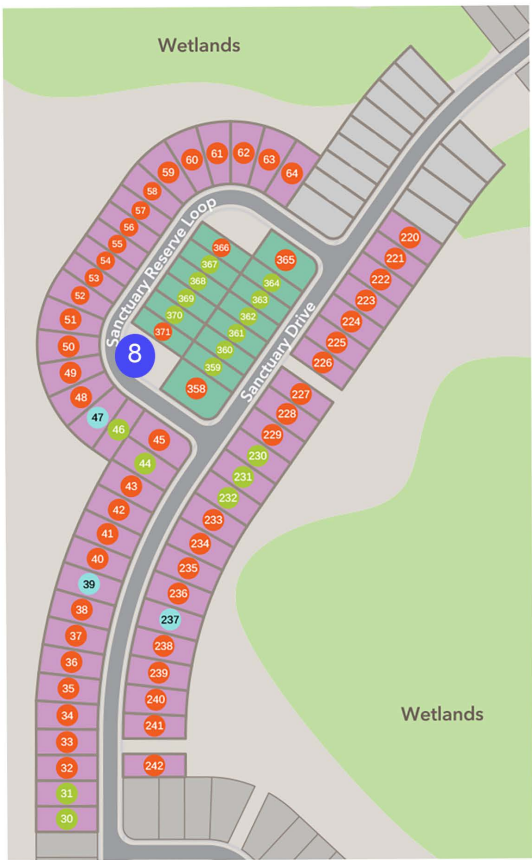
DATE Jan 30th, 2023

SOLD TO
Pacific Ace CDD
C/O Empire Management Group
770 Almond Street, Suite A
Clermont, FL 34711

Pre-paid credit card		Pet Waste Stations

QTY	ITEM	DESCRIPTION	UNIT PRICE	DISC.	LINE TOTAL
3		Pet Waste Stations-Purchase, Assembly, & Installation	\$ 480.00		\$ 1,440.00
		Locations on map:1, 4, 7			
		All pricing and stock subject to availability			
		Pricing may change at anytime due to supply chain issues			
TOTAL DISCOUNT					
SUBTOTAL				\$	1,440.00
SALES TAX					
TOTAL				\$	1,440.00

THANK YOU FOR YOUR BUSINESS!



-  Pet Station
-  Trash Can
-  Park Bench





GENERAL SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into as of March 1st, 2023, by and between **Pacific Ace CDD**, ("the Company") and, Poop Bandit LLC located at 16227 Wind View Ln., Winter Garden, FL 34787, (the "Service Provider"). This agreement is for 12 months of service outlined herein:

WHEREAS, Service Provider independently engages in the business of dog waste station trash removal, and thus providing weekly services.

WHEREAS, the Company desires to hire the Service Provider to perform those services as described herein, and as such, the Service Provider does herein desire to provide such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises established and set forth herein, the Company and Service Provider hereby acknowledge and agree as follows:

SERVICE PROVIDER DUTIES & RESPONSIBILITIES

Services: It shall be agreed upon, that during the term of this Agreement the Service Provider shall provide the services ("Services") that are described within the attached Schedule 1 (the "Schedules") and on any such additional consecutively numbered supplementary schedules, as which may be executed at any time by both parties to this Agreement. Each attached, or subsequently attached Schedule shall contain a description of the deliverables required to be provided by the Service Provider (collectively "Deliverables"), a description of any completion deadlines that pertain to the Deliverables and a description of the corresponding payment terms, including any partial payments for completion of designated milestones comprising each Deliverable.

Service Provider's Control Over Services Provided: The Service Provider shall retain the unqualified right of control over the means, manner and methods by which their Services are rendered and performed, and the right to perform those Services at the location(s) and time(s) that the Service Provider independently determines and sets forth. The Service Provider shall be responsible for providing all equipment, materials and supplies that the Service Provider determines shall be required to timely provide those Services which have been requested by the Service Recipient.

Compliance with Applicable Law: The Service Provider shall be responsible for complying with any and all applicable federal, state and local laws, rules, ordinances, regulations, and/or codes that pertain to the performance of the Services requested and provided. The Service Provider's failure to comply with the responsibilities and duties described in this Paragraph shall constitute a material breach of the Agreement.

Insurance: The Service Provider agrees to secure and maintain, at the Service Providers sole cost and expense, Worker's Compensation Coverage where required by law and General Liability Insurance, as required by the Company.

Permits and Licenses: The Service Provider shall be responsible for acquiring and maintaining, during the term of this Agreement, any and all permits, licenses and authorizations, if applicable, required to conduct the Service Provider's business and to perform the Services requested. The Service Provider's failure to comply with the responsibilities and duties herein shall constitute a material breach of this Agreement.

DUTIES IMPOSED ON THE COMPANY

Fees: The Service Provider's entire compensation for the performance of the Services provided hereunder shall be set forth in specific detail contained within the Schedule that corresponds to the specific Services provided and shall be payable solely by the Company.

Form 1099 Compliance: The Company shall report the amounts it pays the Service Provider on IRS Form 1099, to the extent so required under the Internal Revenue Code.

INDEPENDENT CONTRACTOR RELATIONSHIP

For all intent and purposes, including, but not limited to the Federal Insurance Contributions Act ("FICA"), The Self Employment Contributions Act ("SECA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Internal Revenue Code and any and all other federal, state and local laws, rules and regulations, each party hereto, including its officers, agents and employees, shall be at all times an independent contractor relative to the other party. Nothing in this Agreement shall be construed to make or render either party, including any of its officers, agents or employees, an agent, servant or employee of, or a joint venture of with the other.

TERMS AND TERMINATION

Automatic Renewal: The parties agree that at the expiry of the Initial Term or any subsequent renewed term, this Agreement shall be renewed for a further term of 12 months on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other parties of its intent not to renew the Agreement at least 60 Days before the expiry of the Initial Term or any subsequent renewed term. Should any price increases occur the Service Provider will give a 60-day notice before the changes take effect.

Breach/Cause for Termination: This Agreement may be terminated at any time by either party should a material breach by the other party remain uncured thirty (30) days after submission of written notice being provided of the breach thereof, or a shorter period of time as may be specified within this Agreement or within the applicable Schedule provided to the Service Provider by the Company.

INDEMNIFICATION

Both parties shall guarantee, guard against and hold harmless the other party, any current or former employees, shareholders, partners or any ownership interest and agents from and/or against any alleged claim, including, but not limited to third-party claims, demands, loss, damages and or expense, including any legal or attorney fees that may be in relation to:

- a) any negligence, recklessness or any willful misconduct of the indemnifying party or any other party under the direction or control of the indemnifying party;
- b) any material breach of this Agreement by the indemnifying party, or
- c) any damage, loss or destruction relating to any property of the indemnifying party or their client or clients, injury or death to any individuals that may result from the actions or inactions of any employee, agent or subcontractor of the indemnifying party as such damage may arise out of or is in the course of fulfilling their obligations under and with relation to this Agreement, and to the extent that such damage may be due to any negligence, unlawful conduct, omission or default of the indemnifying party, their employees, agents or subcontractors.

Full and Complete Agreement: This Agreement has set forth the full and complete agreement and shall supersede any and all prior agreements between the parties concerning all aspects of the subject matter herein contained. The Agreement may not and shall not be amended except by way of a written instrument that must be signed by both parties named hereto.

ARBITRATION AND DISPUTE RESOLUTION

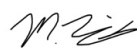
Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended, and shall be governed by the laws of the State of Florida. The Federal Arbitration Act shall govern the interpretation and enforcement of this paragraph. The fees associated with the arbitrator shall be shared equally by both parties. The parties agree that this paragraph shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting pursuant with due and proper authority, have executed this Agreement as of the aforementioned Effective Date.

Company Representative

Print Name & Title

Date: _____



Poop Bandit LLC

Michael Wright/Owner

Print Name & Title

Date: _____

DELIVERABLE SERVICES AGREEMENT SCHEDULE 1

BY AND BETWEEN

"The Company" AND Poop Bandit LLC

EFFECTIVE DATE OF:

Description of Services to be performed by Service Provider:

- As requested, (weekly) Poop Bandit will empty the pet stations (Qty 3) and refill the disposal bags for dog walkers. All dog waste collected will be double-bagged according to EPA standards for pet waste collection.
- **The Company** will be invoiced on a pre-paid monthly basis. First month service will be pro-rated depending on start date.
- Poop Bandit Pet Waste Removal Services is a great selling point for non-pet owners.
- Poop Bandit Pet Waste Removal Services is fully insured.

Costs:

- The pet stations will be serviced at a cost of \$40 per month per station. Dispenser bags are invoiced monthly on an as-needed basis at a cost of \$8.75 for 200 bags per box/roll.
(Pet station trash can liner included)
- Approximate monthly service cost is \$120

The quotations are for an initial **12-month** period and will not change for duration of agreement unless agreed to by both parties.

Extra Value-Added Services:

The Dog Waste Station Service Includes:

- Emptying dog waste stations on a weekly basis or twice weekly if needed
- Removing all waste within a six-foot radius of waste stations
- Restocking the dog poop bag dispensers each week as needed (poop dispenser bags have a separate charged and will be invoice monthly)
- Maintaining an inventory of all supplies
- Ensuring that all stations are in good working order at all times

Additional Waste Station Services:

- Installation (separate cost as needed)
- Lubricating the locks
- Tightening hardware
- Performing repairs as necessary (separate cost if parts are need for repair)
- Community Common Area Clean-Up

The company will be invoiced on the 1st of every month:

Payment Terms: Net 15

Payment Due Date: 15th of each month

Payment Method: Check

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CORRECTION OF A MISTAKE ON A PLAT DEDICATING CERTAIN LANDS TO THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT; RATIFYING THE QUITCLAIM DEED OF SUCH PROPERTY AS DESCRIBED HEREIN BACK TO THE APPLICABLE ENTITY; AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF CORRECTING THE PLAT ERROR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pacific Ace Community Development District ("District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by the Board of County Commissioners of Lake County, Florida in Ordinance No. 2020-27; and

WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the public improvements and related interests in land described in the District Engineer's Report, prepared by Heidt Design, LLC and dated August 13, 2020 ("Improvements"), and incorporated herein by reference the "Engineer's Report"); and

WHEREAS, the plat for what is identified as Sanctuary Phase 1B recorded at book ____, page ____ of the public records of Lake County, Florida and attached hereto as Exhibit "A" (the "Plat") dedicates certain lands to the District; and

WHEREAS, the Plat incorrectly stated that KB Home Orlando LLC ("KB") and American Land Development of Central Florida, LLC ("American Land") dedicates certain tracts owned by KB and American Land to the District; and

WHEREAS, in order to correct such an error, a quitclaim deed conveying such lands back to American Land is attached hereto as Exhibit "B."

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

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board

Section 2. The Board hereby ratifies the quitclaim deed attached as Exhibit "B" that conveys such property mistakenly dedicated to the District back to American Land.

Section 3. This Resolution shall become effective immediately upon its passage.

[The remainder of this page has intentionally been left blank.]

PASSED AND ADOPTED this 22nd day of February, 2023.

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Sanctuary Phase 1B Plat

Exhibit B: Quitclaim Deed

Exhibit A

Exhibit B

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, effective as of the 1st day of December, 2022, by **PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantor**"), to **AMERICAN LAND DEVELOPMENT OF CENTRAL FLORIDA, LLC**, a Florida limited liability company, whose address is 964 Cypress Drive, Delray Beach, Florida 33483 ("**Grantee**").

(Wherever used herein the terms "**GRANTOR**" and "**GRANTEE**" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit claim unto Grantee forever, all the right, title, interest, claim and demand that Grantor has in and to the parcel of land, situate, lying and being in the County of Lake, State of Florida, as more particularly described on **Exhibit "A"** attached hereto.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, if any, either in law or equity, to the only proper use, benefit and behalf of Grantee forever.

[signature appears on the immediately following page]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Eileen Sesto
Print Name: Eileen Sesto

Anthony Thomason
Print Name: Anthony Thomason

GRANTOR:

PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT

By: Stephen McConn
Name: Stephen McConn
Title: Chairman

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1st day of December, 2022 by Stephen McConn, as Chairman of Pacific Ace Community Development District, on behalf thereof. S/He appeared before me by means of: [] online notarization, or [X] physical presence and is [] personally known to me, or [] has produced _____ as identification.



Eileen Sesto
(Signature of Notary Public)
Print Name: Eileen Sesto
Notary Public, State of Florida
Commission No.: HH 152862
My Commission Expires: 07/12/2025

EXHIBIT “A”
LEGAL DESCRIPTION

[legal description appears on immediately following four (4) pages]

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF CERTAIN LANDS TO THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT; AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF SUCH CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pacific Ace Community Development District ("District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by the Board of County Commissioners of Lake County, Florida in Ordinance No. 2020-27; and

WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the public improvements and related interests in land described in the District Engineer's Report, prepared by Heidt Design, LLC and dated August 13, 2020 ("Improvements"), and incorporated herein by reference the "Engineer's Report"); and

WHEREAS, the Avalon Groves Community Development District desires to convey to Pacific Ace Community Development District the property described in Exhibit "A" in order to address the construction of a vehicular and utility connection to Sawgrass Bay Boulevard, as further described in the Restated Roadway Connection Agreement, attached hereto at Exhibit "B."

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

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. The Board hereby accepts the property described in Exhibit "A" that conveys such property to the District.

Section 3. This Resolution shall become effective immediately upon its passage.

[The remainder of this page has intentionally been left blank.]

PASSED AND ADOPTED this 22nd day of February, 2023.

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Property Description

Exhibit B: Restated Roadway Connection Agreement

Exhibit A

Exhibit B

RESTATED ROADWAY CONNECTION AGREEMENT

January 26, 2023

This *Restated Roadway Connection Agreement* ("**Restated Agreement**") restates that prior *Agreement* between VK Avalon Groves LLC and American Land Development of Central Florida, LLC¹ and dated June 18, 2019 ("**Original Agreement**") and is by and among the following parties:

KB Home Orlando LLC, as successor in interest to American Land Development of Central Florida, LLC
c/o Stephen McConn and Kevin Bond
9102 Southpark Center Loop, Suite 100
Orlando, Florida 32819

-and-

VK Avalon Groves LLC
c/o James P. Harvey, Candice Smith and John Curtis
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

-and-

Avalon Groves Community Development District, as a new party
c/o Larry Krause
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Recitals

WHEREAS, VK Avalon Groves LLC ("**VK Avalon**") and American Land Development of Central Florida, LLC ("**American Land**") previously entered into an Agreement on June 18, 2019 ("**Agreement**") addressing the construction of a vehicular and utility connection to Sawgrass Bay Boulevard and restoring any CDD impacted stormwater and wetland improvements (together, "**Connection**"), the plans for which include intersection improvements and signalization; and

WHEREAS, since the execution of the Agreement, KB Home Orlando LLC ("**KB Home**") has become the successor in interest to American Land's rights and obligations under the Agreement; and

WHEREAS, due to certain delays and changes in the permitting and construction of the Connection, VK Avalon and KB Home now desire to restate the Agreement, and include as a party

¹ American Land Development of Lake County, LLC appears at the top of the original Agreement, but American Land Development of Central Florida, LLC appears above the signature line. Only the latter entity appears to still be actively engaged in business in the State of Florida.

the Avalon Groves Community Development District ("**CDD**"), which had third party rights under the Agreement;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to restate the Agreement as follows:

1. **Recitals.** The recitals above are incorporated herein by reference.
2. **KB Home Obligations.** KB Home shall have the following obligations:
 - a. KB Home shall be solely responsible for, and shall use reasonable efforts to complete, the following (together, "**Connection Project**"):
 - i. Obtain all necessary approvals for the Connection (e.g., St. Johns River Water Management District Environmental Resource Permit, County plan approval, right-of-way permit, etc.) ("**Approval Date**"); and
 - ii. Construct the Connection – including but not limited to construction of the Replacement Improvements (defined herein) – in accordance with the intersection plans entitled "Sawgrass Bay Boulevard Intersection" and dated November 9, 2022, and signalization plans entitled "Construction Plans / Sawgrass bay Boulevard and Sanctuary Drive / Signalization Plans" and dated August 30, 2021, and within the Milestones (defined herein) established herein.
 - b. There will be no community or marketing signage on CDD property at any time.
 - c. KB Home shall provide to the County a payment and performance bond ("**County Bond**") in the amount required by the County (and at least of the estimated cost of the Connection Project).
 - d. To the extent that the Connection Project impacts the CDD's existing stormwater pond and wetland area, KB Home agrees as part of the Connection Project to construct and convey to the CDD functionally equivalent stormwater ponds (e.g., with the same storage capacity) and wetland areas (together, "**Replacement Improvements**"), benefitting lands within the CDD and consistent with all applicable CDD operational stormwater and conservation permits and easements. At substantial completion of the Connection Project, KB Home and its engineer(s) and contractor(s) shall meet with CDD representatives to review the Connection Project, and KB Home shall address any punch list items reasonably requested by the CDD and prior to completion of the Connection Project.
 - e. KB Home hereby agrees to, among other things: (i) protect the CDD's property from damage related to the Connection Project, (ii) promptly address any purported liens that may be placed on the CDD's property, (iii) provide industry standard insurance in amounts reasonably

acceptable to the CDD and naming the CDD and its Supervisors, staff, and employees as additional insureds, (iv) indemnify, defend and hold harmless the CDD and its Supervisors, staff, and employees from all claims arising from the Connection Project, and (v) make the CDD a third party beneficiary of any construction contracts related to the Connection Project, including but not limited to all warranty, insurance, indemnification and other similar provisions thereunder, using the addendum attached hereto ("**Construction Addendum**").

3. **CDD Obligations.** The CDD shall have the following obligations:
 - a. Upon KB Home providing evidence that the Approval Date and the posting of the County Bond have occurred, the CDD shall convey to Pacific Ace Community Development District the property described in **Exhibit A-1**, and to Lake County the property described in **Exhibit A-2** (the properties described in **Exhibits A-1 and A-2**, together, the "**Conveyance Properties**").
 - b. KB Home shall pay the CDD for any costs that the CDD incurs in connection with the conveyance of the Conveyance Properties.
4. **Milestones.** KB Home shall satisfy the following "**Milestones**" identified as 4.a through 4.c. below:
 - a. At least 10 days prior to starting construction on the Connection project, KB Home shall provide a form of construction contract for construction of the Connection Project, and with an executed Construction Addendum, for the CDD's and VK Avalon's review. KB Home shall address any changes to these documents reasonably requested by the District and/or VK Avalon, and in order for the construction contract to satisfy the requirements of this Restated Agreement.
 - b. KB Home shall substantially complete the Connection Project no later than 150 days after the Approval Date, and finally complete the Connection Project such that the roadway is open for traffic by no later than 210 days after the Approval Date. KB Home shall be responsible for the final turnover of the completed Connection Project to the County, including but not limited to posting any maintenance bonds or other forms of security required by the County for the completed Connection Project.
5. **Deposit.** To secure the rights of VK Avalon hereunder, KB Home has previously deposited with Shutts & Bown LLP ("**Escrow Agent**") a deposit in the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) ("**Deposit**"). Upon opening of the Connection Project for vehicular traffic, Escrow Agent shall release the Deposit to VK Avalon.
6. **Default.** No party shall be in default unless it fails to cure such default following receipt of written notice and a 10-day opportunity to cure. In the event of a default by KB Home, VK Avalon's remedy shall be limited to receipt of the Deposit; the right to complete the Connection Project at KB Home's

expense, and an assignment of all work-product related to the Connection Project, including all reports, applications, permits and approvals. In the event of a default by VK Avalon or the CDD, KB Home's remedies shall be limited to either (a) a refund of the Deposit and reimbursement by VK Avalon of third-party expenses incurred, or (b) the right to enforce the terms hereof with an action for specific performance. In the event of a default hereunder, the CDD shall have any and all rights available in law or equity. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **Original Agreement.** Except as otherwise set forth herein, the Original Agreement remains in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

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

AGREED TO BY:

AVALON GROVES CDD

KB HOME ORLANDO LLC

VK AVALON GROVES LLC

Name: _____

Name: _____

Name: _____

Title: _____

Title: _____

Title: _____

AND IS JOINED FOR THE PURPOSES OF ACKNOWLEDGING ITS RIGHT AND OBLIGATION TO ACCEPT THE PROPERTY DESCRIBED IN EXHIBIT A-1 BY:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Title: _____

**CONSTRUCTION ADDENDUM
[THIRD PARTY RIGHTS]**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, **KB HOME ORLANDO LLC ("KB Home")** and **BLUE OX ENTERPRISE LLC ("Contractor")** do hereby amend that certain *Work Agreement* dated February 1, 2022 ("**Agreement**") and in order to add third party rights in favor of the **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT ("District")** and **VK AVALON GROVES LLC ("VK Avalon,"** together with the District, "**Third Parties**"). The Agreement is hereby amended to include the following provisions, which supersede any conflicting provisions in the Agreement:

1. The Third Parties shall have the right to directly enforce the provisions of the Agreement against the Contractor, including but not limited to any and all warranty, insurance, indemnification and other similar provisions. The Third Parties shall not be deemed to have assumed any obligations under the Agreement. The Agreement may not be assigned or materially amended, and the scope of services under the Agreement may not be materially amended, without the written consent of the Third Parties, which shall not be unreasonably withheld.
2. Without intending to limit any of the existing obligations under the Agreement, Contractor shall use reasonable care in performing the work, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions.
3. In addition to the existing additional insureds under the Agreement, the Third Parties and their respective officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided by the Contractor pursuant to the Agreement. Contractor shall furnish the Third Parties with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Third Parties. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
4. Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the Third Parties and their respective supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Agreement, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Agreement or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Agreement shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.
5. Nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute.

Executed in multiple counterparts to be effective the ____ day of _____, 2023.

BLUE OX ENTERPRISE LLC

By: _____
Printed Name: _____
Title: _____

KB HOME ORLANDO LLC

By: _____
Printed Name: _____
Title: Chairperson

AVALON GROVES CDD

By: _____
Printed Name: _____
Title: Authorized Signatory

VK AVALON GROVES LLC

By: _____
Printed Name: _____
Title: Authorized Signatory

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by:

(This space reserved for Clerk)

KE LAW GROUP PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made to be effective as of the ____ day of _____, 2022, by and between **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o DPF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**Grantor**"), and **PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, and more particularly in **Exhibit A** attached hereto ("**Property**");

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the easement areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of Avalon Groves Community Development District, on its behalf. He [] is personally known to me or [] produced _____ as identification.

Notary Public, State of _____

[SIGNATURE PAGE FOR QUITCLAIM DEED]

Accepted by:

Signed, sealed and received
in the presence of:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of Pacific Ace Community Development District, on its behalf. He [☐] is personally known to me or [☐] produced _____ as identification.

Notary Public, State of _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2023**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 35,871	\$ -	\$ -	\$ 35,871
Investments				
Revenue	-	230,656	-	230,656
Reserve	-	127,488	-	127,488
Capitalized interest	-	677	-	677
Construction	-	-	546,903	546,903
Interest	-	4,130	-	4,130
Undeposited funds	1,175	-	-	1,175
Due from Landowner	15	-	-	15
Due from general fund	-	25,069	-	25,069
Total assets	<u>\$ 37,061</u>	<u>\$ 388,020</u>	<u>\$ 546,903</u>	<u>\$ 971,984</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 3,332	\$ -	\$ -	\$ 3,332
Due to Landowner	-	9,011	-	9,011
Due to debt service fund	25,069	-	-	25,069
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>34,401</u>	<u>9,011</u>	<u>-</u>	<u>43,412</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	14	-	-	14
Unearned revenue	-	114,557	-	114,557
Total deferred inflows of resources	<u>14</u>	<u>114,557</u>	<u>-</u>	<u>114,571</u>
Fund balances:				
Restricted for:				
Debt service	-	264,452	-	264,452
Capital projects	-	-	546,903	546,903
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	1,681	-	-	1,681
Total fund balances	<u>2,646</u>	<u>264,452</u>	<u>546,903</u>	<u>814,001</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 37,061</u>	<u>\$ 388,020</u>	<u>\$ 546,903</u>	<u>\$ 971,984</u>

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 14,577	\$ 15,216	96%
Lot Closing assessments	4,416	47,594	-	N/A
Landowner contribution	-	-	338,178	0%
Total revenues	<u>4,416</u>	<u>62,171</u>	<u>353,394</u>	18%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	386	386	15,000	3%
Engineering	-	-	3,000	0%
Audit*	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	333	1,000	33%
Trustee*	-	-	5,000	0%
Telephone	17	67	200	34%
Postage	-	27	500	5%
Printing & binding	42	167	500	33%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	6,339	5,500	115%
Contingencies/bank charges	38	132	500	26%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,566</u>	<u>24,331</u>	<u>88,040</u>	28%
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	1,458	5,833	17,500	33%
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	5,358	21,433	65,000	33%
Landscape extras - replacement, mulch, annuals	-	-	12,500	0%
Tree trimming	-	-	2,500	0%
Pressure washing	-	-	4,000	0%
Aquatic maintenance/monitoring	395	1,580	10,000	16%
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, 2023**

	Current Month	Year to Date	Budget	% of Budget
Operations and Maintenance (continued)				
Recreational - amenity				
Insurance amenity	-	-	2,083	0%
Facility management	-	-	9,167	0%
Office supplies/operating supplies	-	-	292	0%
Special events	-	-	2,400	0%
Holiday decorations	-	-	1,667	0%
Electric - amenity	-	-	4,167	0%
Domestic water/sewer - amenity	-	-	2,500	0%
Irrigation reclaimed - amenity	-	-	2,500	0%
Telephone/cable/internet - amenity	-	-	1,250	0%
Pool/cabana general maintenance	-	-	1,458	0%
Playground maintenance	-	-	625	0%
Pool permits/licenses	-	-	333	0%
Pool service contract	-	-	7,500	0%
Pool repairs/maintenance	-	-	625	0%
Janitorial service contract	-	-	4,250	0%
Refuse - pet station service contract	-	-	1,500	0%
Landscape maintenance	-	-	7,500	0%
Landscape seasonal (annuals & mulch)	-	-	2,000	0%
Landscape contingency	-	-	1,667	0%
Field management/administrative	-	-	5,000	0%
Fitness equipment lease (if applicable)	-	-	2,500	0%
Fitness equipment repairs	-	-	625	0%
Termite bond/pest control	-	-	583	0%
Security				
Alarm monitoring	-	-	417	0%
Electronic access cards	-	-	292	0%
Surveillance services	-	-	1,000	0%
Maintenance	-	-	1,250	0%
ASCAP/BMI licenses	-	-	396	0%
Utilities				
Electric - common areas/irrigation meters	-	-	4,800	0%
Electric - lift station	-	-	3,600	0%
Electric - street lights	1,284	1,284	8,000	16%
Irrigation - common areas	2,048	4,757	45,000	11%
Total field operations	10,543	34,887	263,797	13%
Other fees & charges				
Tax collector	-	291	476	61%
Total other fees & charges	-	291	476	61%
Total expenditures	15,109	59,509	352,313	17%
Excess/(deficiency) of revenues over/(under) expenditures	(10,693)	2,662	1,081	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
Net change in fund balances	(10,693)	2,662	1,081	
Fund balances - beginning	13,339	(16)	-	
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	1,681	1,681	116	
Fund balances - ending	<u>\$ 2,646</u>	<u>\$ 2,646</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 SERIES 2022
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 25,581	\$ 26,697	96%
Developer contribution	-	114,556	229,113	50%
Interest	1,103	3,170	-	N/A
Total revenues	<u>1,103</u>	<u>143,307</u>	<u>255,810</u>	56%
EXPENDITURES				
Debt service				
Principal	-	-	80,000	0%
Interest	-	96,331	184,349	52%
Total debt service	<u>-</u>	<u>96,331</u>	<u>264,349</u>	36%
Other fees & charges				N/A
Tax collector	-	511	834	61%
Total other fees and charges	<u>-</u>	<u>511</u>	<u>834</u>	61%
Total expenditures	<u>-</u>	<u>96,842</u>	<u>265,183</u>	37%
				N/A
Excess/(deficiency) of revenues over/(under) expenditures	1,103	46,465	(9,373)	-496%
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(388)</u>	<u>(1,215)</u>	<u>-</u>	N/A
Total other financing sources	<u>(388)</u>	<u>(1,215)</u>	<u>-</u>	N/A
Net change in fund balances	715	45,250	(9,373)	
Fund balances - beginning	263,737	219,202	223,818	
Fund balances - ending	<u>\$ 264,452</u>	<u>\$ 264,452</u>	<u>\$ 214,445</u>	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,662	\$ 5,191
Total revenues	<u>1,662</u>	<u>5,191</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,662	5,191
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>388</u>	<u>1,215</u>
Total other financing sources/(uses)	<u>388</u>	<u>1,215</u>
Net change in fund balances	2,050	6,406
Fund balances - beginning	<u>544,853</u>	<u>540,497</u>
Fund balances - ending	<u><u>\$ 546,903</u></u>	<u><u>\$ 546,903</u></u>

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

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

The Board of Supervisors of the Pacific Ace Community Development District held a Public Hearing and Regular Meeting on August 24, 2022, at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711.

Present were:

Stephen McConn	Chair
Casey Dare	Vice Chair
Stephen Feccia	Assistant Secretary
Fred Wyborski	Assistant Secretary
Dan Eshleman	Assistant Secretary

Also present, were:

Kristen Suit	District Manager
Mark Watts (via telephone)	District Counsel
Tim Plate (via telephone)	District Engineer
Oscar Trujillo	Empire Management
Jorge Miranda	Empire Management
James Makransky (via telephone)	KB Home

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 2:03 p.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Appointed Supervisor Dan Eshleman [SEAT 2] (the following to be provided in a separate package)

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Eshleman. She provided and briefly explained the following items:

- 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**

FOURTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2022/2023 Budget

A. Affidavit of Publication

The proof of publication was included for informational purposes.

B. Consideration of Resolution 2022-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Suit presented Resolution 2022-08. She reviewed the proposed Fiscal Year 2023 budget, which is a Landowner-funded, build-out budget.

Discussion ensued regarding the need to include the amenities in the Engineer's Report and Request for Qualifications (RFQ) processes.

The Board directed Mr. Plate to add the amenities to the Engineer's Report. Mr. Watts believed it might be done as a Supplement to the Engineer's Report and stated he will assist in that regard.

Ms. Suit stated, while the amenities are included in the Fiscal Year 2023 budget on a somewhat prorated basis, they will not come online until May 2023.

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

No members of the public spoke.

On MOTION by Mr. McConn and seconded by Mr. Eshleman, with all in favor, the Public Hearing was closed.

On MOTION by Mr. McConn and seconded by Mr. Wyborski, with all in favor, Resolution 2022-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, subject to adding the Amenities to the Engineer's Report and subject to pro-rating the Amenities portion of the budget for 5 months' expenses; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2022/2023 Budget Funding Agreement

Ms. Suit presented the Fiscal Year 2022/2023 Budget Funding Agreement. It was noted that the entity name and the entity address need to be updated.

On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the Fiscal Year 2022/2023 Budget Funding Agreement, as amended to correct the entity name and address, was approved.

SIXTH ORDER OF BUSINESS

Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank

Ms. Suit presented the Audited Financial Report for Fiscal Year Ended September 30, 2021. There were no findings, irregularities or instances of noncompliance; it was an unmodified opinion, otherwise known as a clean audit.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-09,
Hereby Accepting the Audited Annual
Financial Report for the Fiscal Year Ended
September 30, 2021

Ms. Suit presented Resolution 2022-09.

On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor,
Consideration of Resolution 2022-09, Hereby Accepting the Audited Annual
Financial Report for the Fiscal Year Ended September 30, 2021, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-10,
Resetting the Time for a Landowners'
Meeting; Providing for Publication;
Addressing Conflicts; Providing for an
Effective Date

Ms. Suit presented Resolution 2022-10.

On MOTION by Mr. McConn and seconded by Mr. Eshleman, with all in favor,
Resolution 2022-10, Resetting the Time for a Landowners' Meeting for
November 1, 2022 at 3:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E
Hwy 50, Clermont, Florida 34711; Providing for Publication; Addressing
Conflicts; Providing for an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2022-07,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2022/2023 and Providing for an Effective
Date

Ms. Suit presented Resolution 2022-07.

On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor,
Resolution 2022-07, Designating Dates, Times and Locations for Regular
Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023
and Providing for an Effective Date, was adopted.

TENTH ORDER OF BUSINESS**Ratification of Heidt Design, LLC, 20-Year
Stormwater Management Needs Analysis
Report/Map**

Ms. Suit presented the Heidt Design, LLC, 20-Year Stormwater Management Needs Analysis Report and Map; both were submitted to the County in advance of the due date.

Mr. Plate discussed the GIS file of the master drainage system. It includes the coordinates of all structures to help locate them in the future. He will send the GIS file to CDD Management. The file is based on construction drawings; as-builts were not available. The GIS file is based on the current plans as of the date the Report was submitted to the County.

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the 20-Year Stormwater Management Needs Analysis Report/Map, was ratified.

ELEVENTH ORDER OF BUSINESS**Ratification of Concrete Wall Maintenance
Agreement with Sunshine Water Services
Company**

Ms. Suit presented the Concrete Wall Maintenance Agreement.

On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the Concrete Wall Maintenance Agreement with Sunshine Water Services Company, was ratified.

TWELFTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of July 31, 2022**

Ms. Suit presented the Unaudited Financial Statements as of July 31, 2022.

On MOTION by Mr. McConn and seconded by Mr. Wyborski, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.

THIRTEENTH ORDER OF BUSINESS**Approval of April 27, 2022 Regular Meeting Minutes**

Ms. Suit presented the April 27, 2022 Regular Meeting Minutes.

On MOTION by Mr. McConn and seconded by Mr. Feccia, with all in favor, the April 27, 2022 Regular Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: *Cobb Cole***

Mr. Watts asked if any information was received from Mr. Brian Martin regarding soft costs for preparation of the Engineer's Report. Mr. Feccia stated the information was received. Mr. Plate stated he reviewed the information and advised Ms. Kilinski that some minor items appeared ineligible for CDD funding; he adjusted the amounts and executed and returned the documents to Ms. Kilinski as she requested.

B. District Engineer: *Heidt Design*

There was no report.

C. District Manager: *Wrathell, Hunt and Associates, LLC***I. 0 Registered Voters in District as of April 15, 2022****II. NEXT MEETING DATE: September 28, 2022 at 2:00 P.M.****○ QUORUM CHECK**

The September 28, 2022 meeting was cancelled.

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

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

220 **SEVENTEENTH ORDER OF BUSINESS** **Adjournment**

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

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224 **On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the**
225 **meeting adjourned at 2:28 p.m.**

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230 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT
MINUTES OF MEETING
PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

The Pacific Ace Community Development District held a Landowners' Meeting on November 1, 2022 at 3:00 p.m., at Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711,

Present at the meeting were:

Kristen Suit District Manager/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 3:00 p.m. Ms. Suit stated that she is Proxy Holder for the Landowner, KB Home Orlando, LLC .

No other Landowners or Landowner Representatives were present.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The proof of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Ms. Suit served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [SEATS 3, 4 & 5]

A. Nominations

Ms. Suit nominated the following:

Seat 3 Stephen Feccia

Seat 4 Casey Dare

Seat 5 Fred Wyborski

No other nominations were made.

B. Casting of Ballots

- **Determine Number of Voting Units Represented**

A total of 223 voting units were represented.

- **Determine Number of Voting Units Assigned by Proxy**

All 223 voting units were assigned by proxy to Ms. Suit. She is eligible to cast up to 223 votes per Seat.

Ms. Suit cast the following votes:

Seat 3	Stephen Feccia	223 Votes
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Seat 4	Casey Dare	223 Votes
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Seat 5	Fred Wyborski	221 Votes
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C. Ballot Tabulation and Results

Ms. Suit reported the following ballot tabulation, results and terms lengths:

Seat 3	Stephen Feccia	223 Votes	4-year Term
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Seat 4	Casey Dare	223 Votes	4-year Term
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Seat 5	Fred Wyborski	221 Votes	2-year Term
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FIFTH ORDER OF BUSINESS

Landowners' Questions/Comments

There were no Landowners' questions or comments.

SIXTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 3:02 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2022 CANCELED	Regular Meeting	2:00 PM
November 1, 2022	Landowners' Meeting	3:00 PM
November 23, 2022 CANCELED	Regular Meeting	2:00 PM
December 28, 2022 CANCELED	Regular Meeting	2:00 PM
January 25, 2023 CANCELED	Regular Meeting	2:00 PM
February 22, 2023	Regular Meeting	2:00 PM
March 22, 2023	Regular Meeting	2:00 PM
April 26, 2023	Regular Meeting	2:00 PM.
May 24, 2023	Regular Meeting	2:00 PM
June 28, 2023	Regular Meeting	2:00 PM
July 26, 2023	Regular Meeting	2:00 PM
August 23, 2023	Regular Meeting	2:00 PM.
September 27, 2023	Regular Meeting	2:00 PM