

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

April 24, 2024

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

April 17, 2024

Board of Supervisors
Pacific Ace Community Development District

Dear Board Members:

The Board of Supervisors of the Pacific Ace Community Development District will hold a Regular Meeting on April 24, 2024 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. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
4. Administration of Oath of Office to Appointed Supervisor (*the following will also be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2024-05, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2024-06, Approving a Proposed Budget for Fiscal Year 2025; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date

ATTENDEES:

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

7. Consideration of Resolution 2024-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
8. Consideration of Resolution 2024-08, Ratifying the Actions of the District Manager in Redesignating the Date and Time for Landowners’ Meeting; Providing for Publication, Providing for an Effective Date
9. Discussion: Use of CDD Property for Events (CDD, HOA & Resident Events)
10. Consideration of Proposals for Fitness Equipment
 - A. Option A
 - B. Option B
 - C. Treadmill Power
 - D. Commercial Fitness Products Preventative Maintenance Plan
 - E. Gym Flooring
11. Acceptance of Unaudited Financial Statements as of March 31, 2024
12. Approval of March 27, 2024 Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Heidt Design, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 22, 2024 at 2:00 PM

○ QUORUM CHECK

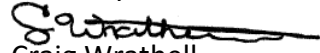
SEAT 1	STEPHEN MCCONN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	AARON REID	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	CASEY DARE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	STEVE WHITE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members’ Comments/Requests
15. Public Comments

16. 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

4A



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors

From: Kilinski | Van Wyk PLLC

Date: January 5, 2024

Re: Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

As a follow up to our communication in July of 2023, the purpose of this memorandum is to remind our clients of new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, *Florida Statutes*, which were passed during the 2023 Legislative Session. **The new requirements will apply in 2024.**

What is required and when is the deadline?

Supervisors will be required to complete four (4) hours of training each calendar year. For those Supervisors seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida's public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered. Compliance will be reported on Form 1 each year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to on-demand courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. Kilinski | Van Wyk will be offering customized training sessions for existing clients upon request. If you have questions about whether a particular course meets the requirements, or if you would like to request a customized training session, please consult your Kilinski | Van Wyk attorney. There may also be the ability to include training within your existing Board meeting schedule.

Form 1 Submittal Changes.

Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. Please see detailed directions on filing here: <https://ethics.state.fl.us/>. Please note that Special District Supervisors are not required to file Form 6.

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

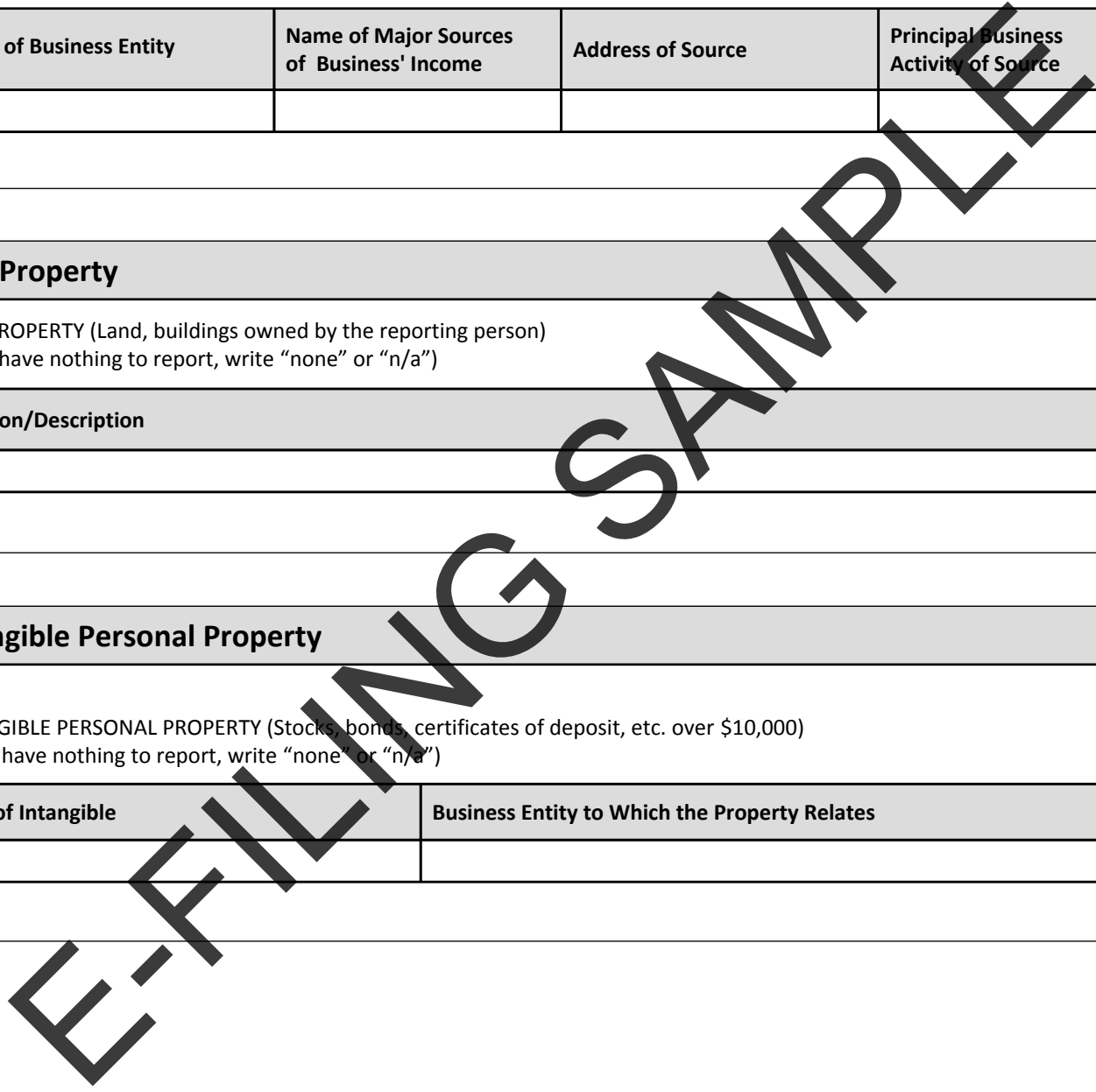
REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates



2023 Form 1 - Statement of Financial Interests

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILED SAMPLE

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

4B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District (“District”) is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District (“District”) is governed by a five (5)-member Board of Supervisors (“Board”). Member of the Board “Supervisor(s)” are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis (“landowner voting”) or through traditional elections (“resident voting”), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

4C

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2024

State of Florida
COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

TABLE OF CONTENTS

- I. HISTORY OF FLORIDA’S ETHICS LAWS..... 1
- II. ROLE OF THE COMMISSION ON ETHICS..... 2
- III. THE ETHICS LAWS..... 2
 - A. PROHIBITED ACTIONS OR CONDUCT 3
 - 1. Solicitation or Acceptance of Gifts 3
 - 2. Unauthorized Compensation 4
 - 3. Misuse of Public Position 4
 - 4. Abuse of Public Position 4
 - 5. Disclosure or Use of Certain Information..... 4
 - 6. Solicitation or Acceptance of Honoraria 5
 - B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS 5
 - 1. Doing Business With One’s Agency 5
 - 2. Conflicting Employment or Contractual Relationship..... 6
 - 3. Exemptions 6
 - 4. Additional Exemption 8
 - 5. Lobbying State Agencies by Legislators..... 8
 - 6. Additional Lobbying Restrictions for Certain Public Officers and Employees 8
 - 7. Employees Holding Office 8
 - 8. Professional & Occupational Licensing Board Members 9
 - 9. Contractual Services: Prohibited Employment 9
 - 10. Local Government Attorneys 9
 - 11. Dual Public Employment 9
 - C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES..... 10
 - 1. Anti-Nepotism Law 10
 - 2. Additional Restrictions 10
 - D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS 10
 - 1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers 10
 - 2. Lobbying By Former State Employees..... 11
 - 3. 6-Year Lobbying Ban 12
 - 4. Additional Restrictions on Former State Employees 12
 - 5. Lobbying By Former Local Government Officers and Employees..... 13

E. VOTING CONFLICTS OF INTEREST	13
F. DISCLOSURES	14
1. Form 1 - Limited Financial Disclosure	15
2. Form 1F - Final Form 1.....	19
3. Form 2 - Quarterly Client Disclosure.....	19
4. Form 6 - Full and Public Disclosure	20
5. Form 6F - Final Form 6.....	21
6. Form 9 - Quarterly Gift Disclosure	21
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses.....	22
8. Form 30 - Donor’s Quarterly Gift Disclosure.....	23
9. Forms 1X and 6X – Amendments	24
IV. AVAILABILITY OF FORMS	24
V. PENALTIES.....	25
A. For Violations of the Code of Ethics	25
B. For Violations by Candidates	25
C. For Violations by Former Officers and Employees	25
D. For Lobbyists and Others.....	26
E. Felony Convictions: Forfeiture of Retirement Benefits	26
F. Automatic Penalties for Failure to File Annual Disclosure.....	26
VI. ADVISORY OPINIONS	27
A. Who Can Request an Opinion.....	27
B. How to Request an Opinion.....	27
C. How to Obtain Published Opinions.....	27
VII. COMPLAINTS.....	28
A. Citizen Involvement	28
B. Referrals.....	28
C. Confidentiality.....	28
D. How the Complaint Process Works	29
E. Dismissal of Complaint at Any Stage of Disposition	30
F. Statute of Limitations.....	30
VIII. EXECUTIVE BRANCH LOBBYING	30
IX. WHISTLE-BLOWER’S ACT	31
X. ADDITIONAL INFORMATION	32
XI. TRAINING	32

I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.]

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. *Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. *Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. *Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. *Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. *How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. *How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

4D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

_____ Date Filed

_____ Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR 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*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective April 24, 2024:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of April 24, 2024:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 24TH DAY OF APRIL, 2024.

ATTEST:

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Pacific Ace Community Development District ("**District**") prior to June 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025**"); and

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

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

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

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

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

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

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

DATE: June 26, 2024
HOUR: 2:00 p.m.
LOCATION: Hampton Inn & Suites by Hilton
2200 E. Highway 50
Clermont, Florida 34711

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

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least 45 days.

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

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

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

PASSED AND ADOPTED THIS 24TH DAY OF APRIL, 2024.

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2025

Exhibit A: Proposed Budget for Fiscal Year 2025

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

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

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

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024		
REVENUES					
Assessment levy: on-roll - gross	\$ 220,841				\$ 831,351
Allowable discounts (4%)	(8,834)				(33,254)
Assessment levy: on-roll - net	212,007	\$208,576	\$ 3,431	\$ 212,007	798,097
Landowner contribution	313,164	33,254	47,093	80,347	-
Lot closing assessments	-	11,275	-	11,275	-
Total revenues	525,171	253,105	50,524	303,629	798,097
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	15,000	6,035	8,965	15,000	15,000
Engineering	3,000	-	3,000	3,000	3,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	5,000	-	5,000	5,000	5,000
Telephone	200	100	100	200	200
Postage	500	84	416	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	-	1,500	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	6,500	6,868	-	6,868	6,500
Contingencies/bank charges	500	2,434	-	2,434	500
Meeting room rental	-	-	-	-	3,000
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	210	-	210	210
Tax collector	6,625	4,170	2,455	6,625	24,941
Total professional & administrative	95,665	45,531	52,436	97,967	116,981
Operations and Maintenance					
Management and administration					
Contingency	1,350	-	1,350	1,350	-
Licenses/taxes/permits	500	-	500	500	-
O&M accounting services	4,500	-	4,500	4,500	5,500
Insurance (property coverage only)	3,500	-	3,500	3,500	30,000
Management services	32,940	16,470	16,470	32,940	46,000
Postage	500	-	500	500	-
Office supplies/printing binding	2,250	-	2,250	2,250	1,750
General administrative	2,250	-	2,250	2,250	-
Grounds/building maintenance					
General maintenance common area	5,000	2,432	2,568	5,000	7,000
Irrigation repairs	3,500	7,334	-	7,334	5,000
Well/pump maintenance repair	-	-	-	-	5,000
Landscape contract	85,000	41,433	43,567	85,000	156,000
Landscaping extras - replacement, mulch, annuals	20,000	-	20,000	20,000	24,000
Tree trimming	2,500	-	2,500	2,500	2,500
Pressure washing	4,000	-	4,000	4,000	5,000
Aquatic maintenance/monitoring	14,000	8,886	5,114	14,000	20,000
Fence/wall/lighting repairs	2,000	-	2,000	2,000	2,000
Solar lighting/ street poles	-	-	-	-	109,000

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024		
Operations and Maintenance (continued)					
Recreational - amenity					
Insurance amenity	4,500	4,589	-	4,589	-
Facility management amenity staff	22,000	-	-	-	24,000
Office supplies/operating supplies	700	-	-	-	-
Special events	3,000	-	-	-	-
Holiday decorations	3,000	1,986	-	1,986	4,500
Electric - amenity	10,000	-	-	-	10,000
Domestic water / sewer - amenity	6,000	-	-	-	6,000
Irrigation reclaimed - amenity	6,000	-	-	-	6,000
Telephone/cable/internet - amenity	3,000	-	-	-	3,000
Clubhouse general maintenance	4,500	-	-	-	4,500
Playground maintenance/repair/mulch	1,500	-	-	-	4,500
Pool permits/licenses	800	-	-	-	800
Pool service contract	18,000	-	-	-	23,000
Pool and splash pad repairs/maintenance	1,500	-	-	-	4,500
Janitorial service contract	10,200	-	-	-	22,000
Pet station service contract	6,000	-	6,000	6,000	10,000
Landscape maintenance	18,000	-	-	-	-
Landscape amenity seasonal (annuals & mulch)	4,800	-	-	-	5,000
Landscape contingency	4,000	-	-	-	-
Field management/administrative	12,000	-	-	-	-
Fitness equipment lease and repairs	4,000	-	-	-	40,000
Fitness equipment repairs	1,200	-	-	-	-
Termite bond / pest control	1,400	-	-	-	1,400
Security					
surveillance services/Alarm monitoring	1,000	-	-	-	28,000
Electronic access cards	700	-	-	-	1,000
Surveillance services	2,400	-	-	-	-
Maintenance	5,000	-	-	-	-
ASCAP/BMI licenses	950	-	-	-	-

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
Utilities					
Electric - common areas/irrigation meters/well pumps	4,800	105	4,695	4,800	6,000
Electric - lift station	3,600	-	3,600	3,600	3,600
Electric - street lights	15,000	3,967	11,033	15,000	26,400
Irrigation - common areas	40,000	774	39,226	40,000	-
Total field operations	<u>403,340</u>	<u>87,976</u>	<u>175,623</u>	<u>263,599</u>	<u>652,950</u>
Total expenditures	<u>499,005</u>	<u>133,507</u>	<u>228,059</u>	<u>361,566</u>	<u>769,931</u>
Excess/(deficiency) of revenues over/(under) expenditures	26,166	119,598	(177,535)	(57,937)	28,166
Fund balance - beginning (unaudited)	<u>1,930</u>	<u>85,033</u>	<u>204,631</u>	<u>85,033</u>	<u>27,096</u>
Fund balance - ending (projected)					
Assigned					
Future repairs*					
Irrigation system and wells	1,000	1,000	1,000	1,000	6,000
Monument signage/entry hardscape	7,536	7,536	7,536	7,536	14,000
Pool/deck/pool equipment/cabana	8,969	8,969	8,969	8,969	16,666
Fencing/pavilions	2,692	2,692	2,692	2,692	5,000
Playground	3,591	3,591	3,591	3,591	6,666
Amenity parking lot	4,308	4,308	4,308	4,308	8,000
Unassigned	-	176,535	(1,000)	(1,000)	(1,070)
Fund balance - ending	<u>\$ 28,096</u>	<u>\$ 204,631</u>	<u>\$ 27,096</u>	<u>\$ 27,096</u>	<u>\$ 55,262</u>

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

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

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

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

Legal 15,000

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

Engineering 3,000

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

Audit 5,500

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

Arbitrage rebate calculation 750

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

Dissemination agent 1,000

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

Trustee 5,000

Annual fee for the service provided by trustee, paying agent and registrar.

Telephone 200

Telephone and fax machine.

Postage 500

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

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 1,500

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

EXPENDITURES (continued)

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 6,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

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

Meeting room rental 3,000

Website hosting & maintenance 705

Website ADA compliance 210

Tax collector 24,941

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

Operations and Maintenance

EXPENDITURES (continued)

O&M accounting services	5,500
Insurance (property coverage only)	30,000
Management services	46,000
Office supplies/printing binding	1,750
Grounds/building maintenance	
General maintenance common area	7,000
Irrigation repairs	5,000
Well/pump maintenance repair	5,000
Landscape contract	156,000
Landscaping extras - replacement, mulch, annuals	24,000
Tree trimming	2,500
Pressure washing	5,000
Aquatic maintenance/monitoring	20,000
Fence/wall/lighting repairs	2,000
Solar lighting/ street poles	109,000
Recreational - amenity	
Facility management amenity staff	24,000
Holiday decorations	4,500
Electric - amenity	10,000
Domestic water / sewer - amenity	6,000
Irrigation reclaimed - amenity	6,000
Telephone/cable/internet - amenity	3,000
Clubhouse general maintenance	4,500
Playground maintenance/repair/mulch	4,500
Pool permits/licenses	800
Pool service contract	23,000
Pool and splash pad repairs/maintenance	4,500
Janitorial service contract	22,000
Pet station service contract	10,000
Landscape amenity seasonal (annuals & mulch)	5,000
Fitness equipment lease and repairs	40,000
Termite bond / pest control	1,400
Security	
surveillance services/Alarm monitoring	28,000
Electronic access cards	1,000
Utilities	
Electric - common areas/irrigation meters/well pumps	6,000
Electric - lift station	3,600
Electric - street lights	26,400
Total expenditures	<u><u>\$ 769,931</u></u>

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2022 BOND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Projected & Actual	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Project through 9/30/2024		
REVENUES					
Assessment levy: on-roll	\$ 274,167				\$ 274,167
Allowable discounts (4%)	(10,967)				(10,967)
Net assessment levy - on-roll	263,200	\$ 259,188	\$ 4,012	\$ 263,200	263,200
Interest	-	5,581	-	5,581	-
Total revenues	263,200	264,769	4,012	268,781	263,200
EXPENDITURES					
Debt service					
Principal	80,000	-	80,000	80,000	85,000
Interest	173,316	86,658	86,658	173,316	170,596
Tax collector	8,225	5,182	3,043	8,225	8,225
Total expenditures	261,541	91,840	169,701	261,541	263,821
Excess/(deficiency) of revenues over/(under) expenditures	1,659	172,929	(165,689)	7,240	(621)
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(3,147)	-	(3,147)	-
Total other financing sources/(uses)	-	(3,147)	-	(3,147)	-
Fund balance:					
Net increase/(decrease) in fund balance	1,659	169,782	(165,689)	4,093	(621)
Beginning fund balance (unaudited)	215,297	216,888	386,670	216,888	220,981
Ending fund balance (projected)	<u>\$216,956</u>	<u>\$ 386,670</u>	<u>\$ 220,981</u>	<u>\$ 220,981</u>	<u>220,360</u>
Use of fund balance:					
Debt service reserve account balance (required)					(127,488)
Interest expense - November 1, 2025					(83,853)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 9,019</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			85,298.13	85,298.13	4,165,000.00
05/01/25	85,000.00	3.400%	85,298.13	170,298.13	4,080,000.00
11/01/25			83,853.13	83,853.13	4,080,000.00
05/01/26	85,000.00	3.400%	83,853.13	168,853.13	3,995,000.00
11/01/26			82,408.13	82,408.13	3,995,000.00
05/01/27	90,000.00	3.400%	82,408.13	172,408.13	3,905,000.00
11/01/27			80,878.13	80,878.13	3,905,000.00
05/01/28	95,000.00	3.750%	80,878.13	175,878.13	3,810,000.00
11/01/28			79,096.88	79,096.88	3,810,000.00
05/01/29	95,000.00	3.750%	79,096.88	174,096.88	3,715,000.00
11/01/29			77,315.63	77,315.63	3,715,000.00
05/01/30	100,000.00	3.750%	77,315.63	177,315.63	3,615,000.00
11/01/30			75,440.63	75,440.63	3,615,000.00
05/01/31	105,000.00	3.750%	75,440.63	180,440.63	3,510,000.00
11/01/31			73,471.88	73,471.88	3,510,000.00
05/01/32	110,000.00	3.750%	73,471.88	183,471.88	3,400,000.00
11/01/32			71,409.38	71,409.38	3,400,000.00
05/01/33	110,000.00	4.125%	71,409.38	181,409.38	3,290,000.00
11/01/33			69,140.63	69,140.63	3,290,000.00
05/01/34	115,000.00	4.125%	69,140.63	184,140.63	3,175,000.00
11/01/34			66,768.75	66,768.75	3,175,000.00
05/01/35	120,000.00	4.125%	66,768.75	186,768.75	3,055,000.00
11/01/35			64,293.75	64,293.75	3,055,000.00
05/01/36	125,000.00	4.125%	64,293.75	189,293.75	2,930,000.00
11/01/36			61,715.63	61,715.63	2,930,000.00
05/01/37	130,000.00	4.125%	61,715.63	191,715.63	2,800,000.00
11/01/37			59,034.38	59,034.38	2,800,000.00
05/01/38	135,000.00	4.125%	59,034.38	194,034.38	2,665,000.00
11/01/38			56,250.00	56,250.00	2,665,000.00
05/01/39	145,000.00	4.125%	56,250.00	201,250.00	2,520,000.00
11/01/39			53,259.38	53,259.38	2,520,000.00
05/01/40	150,000.00	4.125%	53,259.38	203,259.38	2,370,000.00
11/01/40			50,165.63	50,165.63	2,370,000.00
05/01/41	155,000.00	4.125%	50,165.63	205,165.63	2,215,000.00
11/01/41			46,968.75	46,968.75	2,215,000.00
05/01/42	160,000.00	4.125%	46,968.75	206,968.75	2,055,000.00
11/01/42			43,668.75	43,668.75	2,055,000.00
05/01/43	170,000.00	4.250%	43,668.75	213,668.75	1,885,000.00
11/01/43			40,056.25	40,056.25	1,885,000.00
05/01/44	175,000.00	4.250%	40,056.25	215,056.25	1,710,000.00
11/01/44			36,337.50	36,337.50	1,710,000.00
05/01/45	185,000.00	4.250%	36,337.50	221,337.50	1,525,000.00
11/01/45			32,406.25	32,406.25	1,525,000.00
05/01/46	190,000.00	4.250%	32,406.25	222,406.25	1,335,000.00
11/01/46			28,368.75	28,368.75	1,335,000.00
05/01/47	200,000.00	4.250%	28,368.75	228,368.75	1,135,000.00
11/01/47			24,118.75	24,118.75	1,135,000.00
05/01/48	210,000.00	4.250%	24,118.75	234,118.75	925,000.00
11/01/48			19,656.25	19,656.25	925,000.00
05/01/49	220,000.00	4.250%	19,656.25	239,656.25	705,000.00
11/01/49			14,981.25	14,981.25	705,000.00
05/01/50	225,000.00	4.250%	14,981.25	239,981.25	480,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/50			10,200.00	10,200.00	480,000.00
05/01/51	235,000.00	4.250%	10,200.00	245,200.00	245,000.00
11/01/51			5,206.25	5,206.25	245,000.00
05/01/52	245,000.00	4.250%	5,206.25	250,206.25	-
11/01/52			-	-	-
Total	4,165,000.00		2,983,537.64	7,148,537.64	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-roll Assessments

<u>Unity Type</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
<u>Phases 1 and 2</u>					
SF 40'	121	\$ 1,514.30	\$ 1,137.62	\$ 2,651.92	\$ 2,101.99
SF 50'	108	1,514.30	1,264.02	2,778.32	2,228.39
	229				

On-roll Assessments (GF)

<u>Unity Type</u>	<u>Units</u>	<u>FY 2025 O&M</u>	<u>FY 2025 DS</u>	<u>FY 2025 Total</u>	<u>FY 2024 Total</u>
<u>Future Phases</u>					
SF 40'	135	\$ 1,514.30	\$ -	\$ 1,514.30	n/a
SF 50'	185	1,514.30	-	1,514.30	n/a
	320				
Grand Total	549				

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-07

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

WHEREAS, the 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, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2024/2025 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with the Florida Department of Economic Opportunity, and Lake County, Florida.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 24th day of April, 2024.

Attest:

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 23, 2024	Regular Meeting	2:00 PM
November __, 2024	Landowners' Meeting	__:__ AM/PM
January 22, 2025	Regular Meeting	2:00 PM
February 26, 2025	Regular Meeting	2:00 PM
March 26, 2025	Regular Meeting	2:00 PM
April 23, 2025	Regular Meeting	2:00 PM
May 28, 2025	Regular Meeting	2:00 PM
June 25, 2025	Regular Meeting	2:00 PM
July 23, 2025	Regular Meeting	2:00 PM
August 27, 2025	Regular Meeting	2:00 PM
September 24, 2025	Regular Meeting	2:00 PM

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE DATE AND TIME FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, 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's Board of Supervisors (the "Board") previously adopted Resolution 2024-02, Designating a Date, Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [SEATS 1, 2 & 5]; and

WHEREAS, the Board desires to ratify its actions in redesignating the date and time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

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

SECTION 1. The actions of the District Manager in redesignating the date and time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-02 is hereby amended to reflect that the date and time of Landowners' Meeting as declared in Resolution 2024-02 is redesignated to __:___ .m., on November __, 2024 at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-02 continue in full force and effect.

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

PASSED AND ADOPTED THIS 24TH DAY OF APRIL, 2024.

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

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

Notice is hereby given to the public and all landowners within Pacific Ace Community Development District (the "District") in Lake County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November ____, 2024

TIME: ____:____.m.

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

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

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

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

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

DATE OF LANDOWNERS' MEETING: **November __, 2024**

TIME: __: __ .m.

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

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

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

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

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

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

LANDOWNER PROXY

**PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Pacific Ace Community Development District to be held at __:___.m., on November __, 2024, at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

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

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

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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

OFFICIAL BALLOT

**PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2024**

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

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

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

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

or

Attach Proxy.

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

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: _____

Signed: _____

Printed Name: _____

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

9

Ruta Viola

From: Oscar Trujillo <otrujillo@empirehoa.com>
Sent: Tuesday, April 9, 2024 1:30 PM
To: Kristen Suit; Jorge Miranda
Cc: Daphne Gillyard
Subject: Re: Pacific Ace CDD-Summary of CDD Property Use

Hi,

Not sure if this is what you are looking for (Jorge can add to this/his thoughts)

So, it can be broken down into:

- HOA **Official Business** example physical meetings, if not held virtually, (Meet & Greet, Board Meetings & Annual Meetings).
 - Tents, Charis, Tables may be rented.

- HOA **Sponsored (Budgeted) gatherings** Social Events & once a Resident Social Committee is established. **Example:**
 - National Night Out
 - Halloween/Fall Festival
 - Christmas Event
 - Spring/Easter Event
 - Back to School
 - Summer Movies
 - Independence Day Picnic

Depending on the occasion you may see (variable on what a **Resident Social Committee** may put together):
Example: **Easter:** Egg hunts, Costumed Easter Bunny, Petting Zoo, Egg Decoration Contest, Face Painting.

Other events may involve **seasonal appropriate themed** events: Bounce houses, Food Trucks (Dept of Health Certified & Lic & insured), DJ's for music, Resident Potlucks.

Any HOA sponsored (budgeted events) will always be Insured by the HOA (Social Events Insurance Coverage). Yes, it exists, I have HOAs with Social Events Insurance.

99% of the time Green Space (Common Areas) are typical used...& at most maybe an Amenity Parking Lot.

Typically, once the HOA has a Resident Board, Board Members and any appointed Social Committee Members supervise all. Sometimes the HOA will hire Off Duty PD Officers/Sheriff's Deputies as well.

At times a HOA Manager can be present (paid overtime by the HOA.)

Respectfully,

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

10

From: [Oscar Trujillo](#)
To: [Daphne Gillyard](#); [Kristen Suit](#)
Cc: [Jorge Miranda](#); [Rachelle Kirkley](#)
Subject: Pacific Ace CDD -Gym Fitness Equipment, Payment/Lease Options, Preventative Maintenance Plan, & Gym Mat Flooring
Date: Thursday, April 18, 2024 3:57:56 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[L240408-A Pacific Ace CDD.pdf](#)
[L240408-B Pacific Ace CDD.pdf](#)
[TREADMILL POWER.pdf](#)
[Pacific Ace CDD-Gym Equip-PM Plan.pdf](#)
[RECOMMEND - Gym Floor Mat - 8mm 5-16th Thick - L240411-F Pacific Ace CDD.pdf](#)
[Gym Floor Mat - s360-brochure.pdf](#)

Hi Daphne,

As promised.

Subject: Pacific Ace CDD -Gym Fitness Equipment, Preventative Maintenance Plan, & Gym Mat Flooring

Good afternoon Oscar,

It is my pleasure to provide you with the attached items as follows –

- Layouts – A and B
- Proposals – A and B
- Lease Quotes – A and B
- Equipment Maintenance Plan
- Gym Flooring (Impact / Anti Slip) Rubber flooring.

Please click on the links below to see and download the complete proposal packages which include a brochure on each item quoted.

- **Option A:** <https://www.odrive.com/s/32605b6b-5efc-4874-bb93-0142abf098e9-6615a066>
- **Option B:** <https://www.odrive.com/s/83bfe17f-1ee4-4806-94c6-29ef89c8cb42-6615a07e>

CARDIO: All cardio offered is from the most respected and popular brand of premium commercial fitness equipment, Matrix. Matrix is an exceptional value in full commercial, quality equipment backed by outstanding warranties with exceptional local and manufacturer support. Warranty: Cardio- Lifetime ENDURANCE Drive Motor, 7 years Frames and LIFESTYLE Drive Motor, 3 years Parts and Labor Warranty.

Matrix offers 3 levels of cardio –

- Performance – Premium Heavy Commercial (not quoted)

- **Endurance – Premium Full Commercial (proposal L240408-A)**
- **Lifestyle – Value Full commercial (proposal L240408-B)**

All are quoted with the standard LED console offering standard programming options.

***ALL COMMERCIAL TREADMILLS REQUIRE A 20AMP DEDICATED CIRCUIT WITH A NEMA 5-20 OUTLET. See attached.**

STRENGTH:

Option A – offers full commercial premium quality strength equipment from Matrix. Matrix Versa strength machines are very high quality and found in full commercial gyms worldwide. The Matrix Versa strength machines feature integrated add-on weights to allow users to add weight more gradually and QR Codes that residents can scan with their phone or tablet to view a video on how to adjust the machine and perform the exercise. The Medicine Balls and Kettlebells will store on the Functional Trainer. The dumbbells include a 5-50 lbs. set, 10 pair.

Associated Payment /Lease Option: Quote L240408-A

Option B – includes the more value priced MaxForce brand equipment. MaxForce is durable, simple to use and full commercial quality. The MaxForce line is design to offer a value option without “bells and whistles”. The dumbbells are offered on an A-frame rack with 5-40lbs dumbbells, 8 pair. The kettlebells will also store on this rack. The medicine balls will store on a separate rack.

Associated Payment /Lease Option: Quote L240408-B

Commercial Fitness Products has everything you need and look for in a fitness equipment company -

- Over 35 years of success in Florida
- Highest Quality Equipment at Reasonable Prices
- Professional and knowledgeable Sales Representatives
- Factory trained & experienced Service Technicians
- Service & Installation provided by our own technicians located throughout the state.
- Substantially insured for the benefit of you, your residents, management and ourselves.
- A goal and strong desire to exceeding your expectations!!!

Preventative Maintenance Agreement for Gym Equipment

The attached **Preventative Maintenance Agreement** will apply to the equipment in either proposal. The agreement includes **4 visits per year** & (non scheduled on call/emergency as needed at the listed rates) which can be tailored based on the needs of the community.

The PM can be included in your lease if you would like.

Gym Flooring (Impact / Anti-Slip) Recycled Rubber Flooring

Highly recommended for **gym safety** & flooring protection. A (Impact / Anti-slip) rubber flooring mat should be used in any gym. Carpet, hard wood, tile, laminate, or polished concrete slab should not be used at a gym.

The best cost effective product with less Maintenance is the **Roll Down flooring sheets** that are glued down. **See attached brochure.**

The recommended and quoted flooring is 4 ft. wide rolled rubber no less than **5/16 inch thick rubber flooring** should be considered. Installation is Not Provided. The rolled rubber glues directly to the concrete floor. Prior to installation, the floor must be clean and free of any residue from the previous flooring as well as divots to insure a satisfactory installation.

The product **can be purchased through us** but you will **need a flooring contractor to install.**

Inside delivery includes receiving the order into our warehouse and delivering into the room when the installer is scheduled. If you do not need or want Inside Delivery, this product ships direct to you with curbside service. You will be responsible for receiving and storage until installation.

The quoted flooring is 8mm (5/16") thick and we have found this thickness to provide the best installation. This flooring is available in solid black or with a 10% color fleck – options: Grey, Blue, Blue/Grey, Red, Tan, Yellow, and Green.

The flooring freight quote has not come back yet. As soon as I have that, I can forward the proposal. The flooring proposal to include the product, freight and delivery to the site with sales tax is estimated to be **approximately \$4,200.**

We sincerely appreciate this opportunity and look forward to your feedback! It would be my pleasure to meet with you and the board, committee or community – in person or virtually!

With kindest regards,

Please rate our service - [here](#)



Lori Main

Sales Manager

Phone 239-938-1461 Mobile 239-633-5719

Web www.commfitnessproducts.com Email

Lori@commfitnessproducts.com

6221 Topaz Ct, Ft. Myers, FL 33966

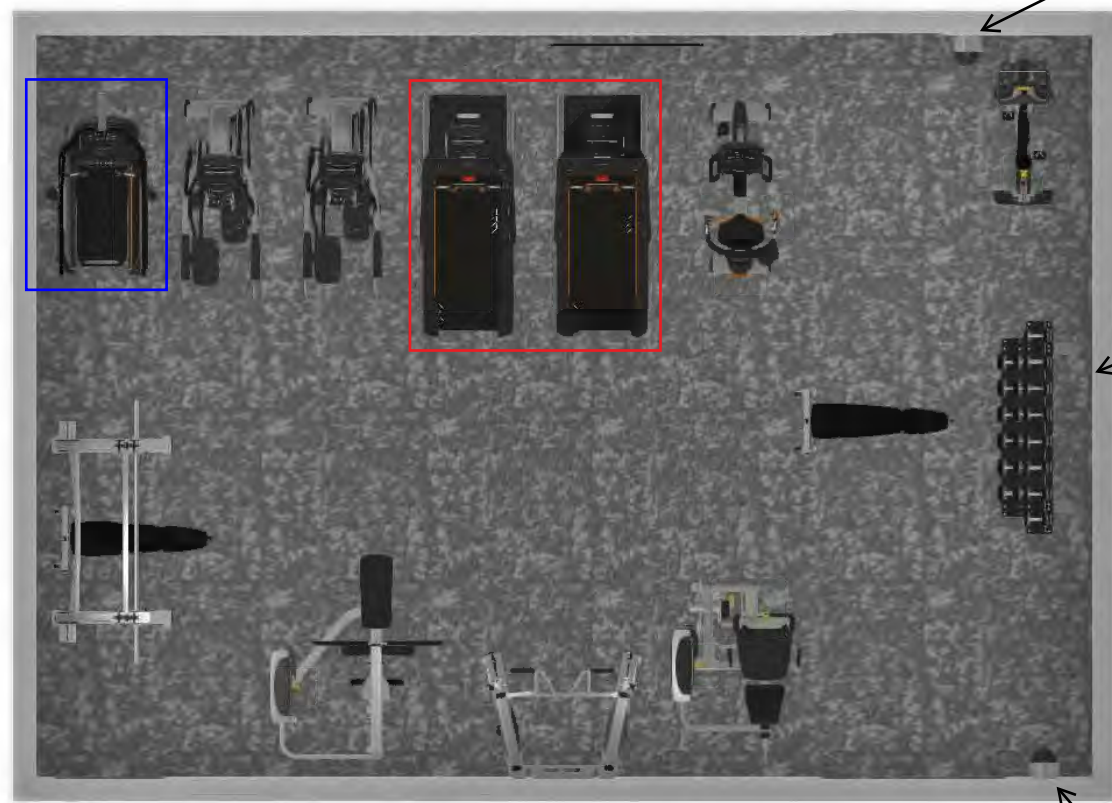
PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

10A



TREADMILLS – EACH TREADMILL REQUIRES-
NEMA 5-20 OUTLET
20AMP DEDICATED CIRCUIT
 NOTE THE ANGLE OF THE PLUG IS NOT COMPATIBLE WITH
 RECESSED FLOOR OUTLETS. IF YOU HAVE RECESSED OUTLETS,
 PLEASE LET US KNOW AND ALTERNATIVE POWER CORDS CAN
 BE ORDERED.



Backing 1' x '1 at 4'
 from finished floor for
 wall mount dispenser.

Mirror this wall

Backing 1' x '1 at 4'
 from finished floor for
 wall mount dispenser.

APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



APPROXIMATION OF FLOOR AND PLANNING AREA

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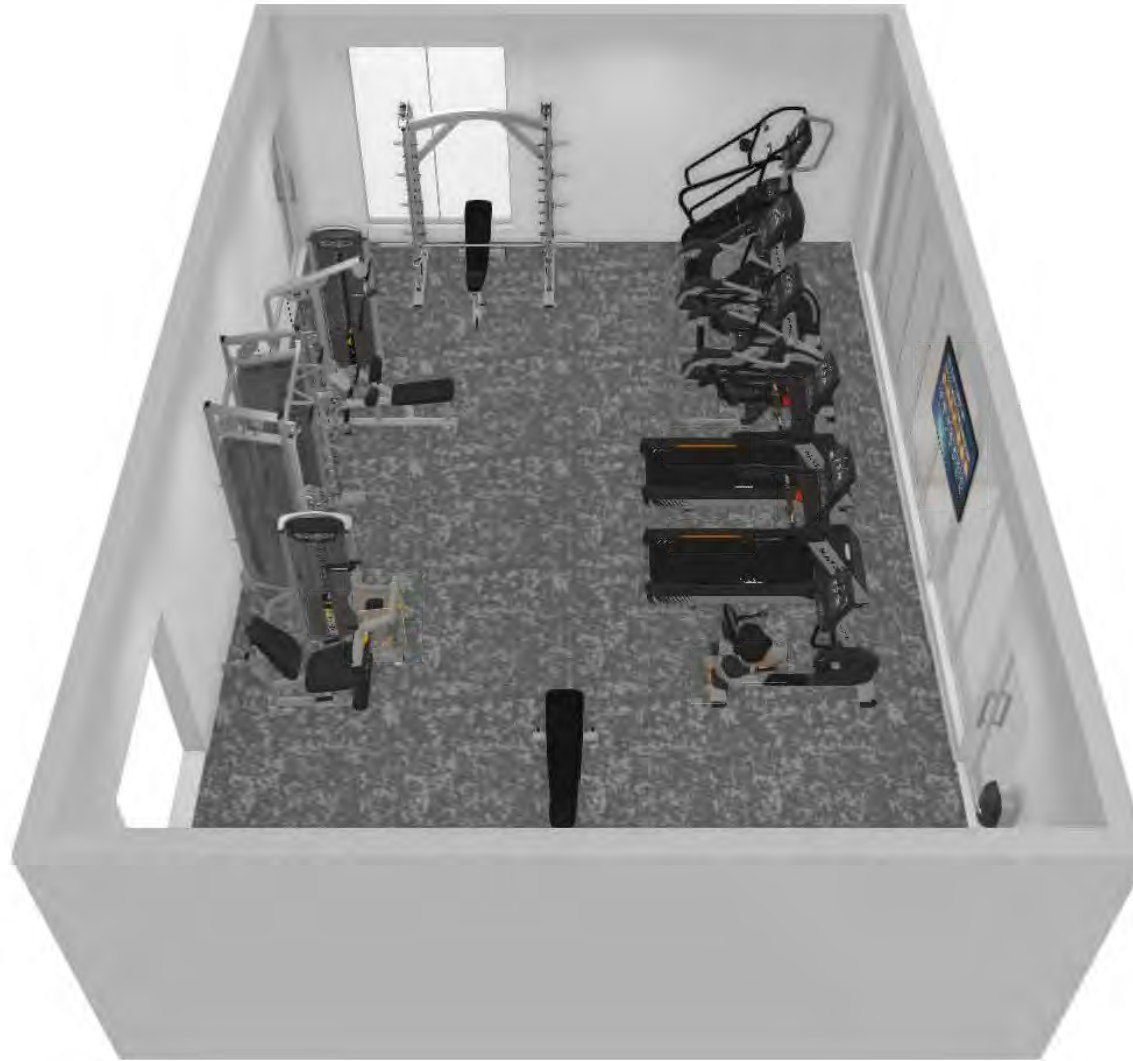
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Objects

Quantity

LED Console

6



Endurance ClimbMill

1



Endurance Elliptical

2



Endurance Recumbent Cycle

1



Endurance Treadmill

2



CXC Training Cycle

1



MG-A541 10 -Pr Studio Pro- Style Db Rack

1



MG-PL62 Smith Machine

1



VY-D85A Multi-adjustable Bench

2



VS-VFT30 Functional Trainer 30"

1



VS-S331 Pulldown / Seated Row

1



VS-S711 Leg Extension / Leg Curl

1

Objects

Quantity



PROPOSAL

6221 Topaz Ct, Fort Myers, FL 33966

Office: 239-938-1461

Cell: 239-633-5719

Email: lori@commfitnessproducts.co

Fax: 239-938-1462

PROPOSAL # L240408-A

Date: Apr 8, 2024

Expiration Date: 5/8/2024

BILL

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

ATN Oscar Trujillo
Phone (407) 770-1748
Email OTrujillo@empirehoa.com

SHIP

TO: Pacific Ace CDD
Sanctuary Drive
Clermont, FL 34714

ATN Oscar Trujillo
Phone (407) 770-1748
Email OTrujillo@empirehoa.com

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Lori Main	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		MATRIX ENDURANCE FULL COMMERCIAL CARDIO WITH LED CONSOLES		
2	T-ES-LED	Matrix Endurance LED Treadmill	\$5,695.00	\$11,390.00
2	E-ES-LED	Matrix Endurance LED Elliptical	\$4,450.00	\$8,900.00
1	C-ES-LED	Matrix Endurance LED Climbmill	\$6,895.00	\$6,895.00
1	R-ES-LED	Matrix Endurance LED Recumbent	\$2,999.00	\$2,999.00
1	CXC-02	Matrix Indoor Cycle CXC (No console)	\$1,750.00	\$1,750.00
		MATRIX VERSA STRENGTH MACHINES		
1	VS-VFT LS + VS-FTS30	Matrix Versa Functional Trainer STD Stack 30" Storage	\$5,150.00	\$5,150.00
1	FT-AK-8A	8 piece Steel & Aluminum Cable Attachment Kit - Triceps Rope, Nylon Ankle Cuff, Aluminum Straight Bar, Aluminum Curl Bar, Aluminum Dual Cable Long Bar, (2) Aluminum Cable Handles; V-Pressdown Bar (metal)	\$335.00	\$335.00
1	VS-S331-02B1	Matrix Versa Duals Lat Row STD Stack	\$3,250.00	\$3,250.00
1	VS-S711-02B1	Matrix Versa Duals Ext&Curl STD Stack	\$3,395.00	\$3,395.00
		FREE-WEIGHTS AND ACCESSORIES		
1	MG-PL62	Matrix Magnum MG-PL62 Smith Machine	\$4,795.00	\$4,795.00
2	ZMD4004974	XULT Rubber Plate 02.5lb Black	\$7.16	\$14.32
2	ZMD4004975	XULT Rubber Plate 05lb Black	\$14.32	\$28.64
2	ZMD4004976	XULT Rubber Plate 10lb Black	\$28.61	\$57.22
2	ZMD4004977	XULT Rubber Plate 25lb Black	\$71.52	\$143.04
4	ZMD4004979	XULT Rubber Plate 45lb Black	\$128.74	\$514.96
2	VY-D85A	Matrix/Magnum VY-D85AMulti-adjustable Bench	\$950.00	\$1,900.00
1	ZMD4006849	XULT Dumbbell Flat Rack - 10 Pair	\$879.00	\$879.00

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	ZMD4012867	XULT URE Hex Plus DB 005-050 Set Black	\$1,568.11	\$1,568.11
		<i>KETTLEBELLS AND MEDICINE BALLS WILL STORE ON FUNCTIONAL TRAINER</i>		
1	ZMD4012803	XULT Cast Kettlebell 005b Black	\$16.38	\$16.38
1	ZMD4012804	XULT Cast Kettlebell 010b Black	\$28.41	\$28.41
1	ZMD4012805	XULT Cast Kettlebell 015b Black	\$39.34	\$39.34
1	ZMD4012806	XULT Cast Kettlebell 020b Black	\$52.46	\$52.46
1	ZMD4006659	XULT Med Ball 06lb 9" Diameter	\$49.41	\$49.41
1	ZMD4006661	XULT Med Ball 10lb 9" Diameter	\$67.76	\$67.76
1	ZMD4006663	XULT Med Ball 15lb 11.25" Diameter	\$86.11	\$86.11
		MAINTENANCE - SERVICE - SURTAX		
1	XWEW0009	Athletix Equipment Cleaner (900) 9"x6" wipes per roll (4) rolls per case	\$179.00	\$179.00
2	9433	Plastic Wall Mountable Center Pull Dispenser (1 each)	\$49.00	\$98.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$1,950.00	\$1,950.00
1		TAX EXEMPT NUMBER REQUIRED	\$0.00	\$0.00

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$56,531.16
State Tax	\$0.00
Freight	\$4,690.41
Grand Total	\$61,221.57

Lead Times

Due to global supply chain disruption, lead times may be extended. For current lead times, contact your CFP representative.

For Delivery Staff

Date:	Amount Collected:	Check No.:
Received By: (Print Name and Sign)		

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply.

CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty: Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty: Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts. 1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:

Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

**5034 N Hiatus Rd
Sunrise, FL 33351**

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # :	L240408-A
Proposal Amount:	\$61,221.57
Payment Terms:	50% Deposit, 50% COD
Deposit Amount:	\$30,610.79
Balance:	\$30,610.78
Signature	_____
Print Name:	_____
Facility Name:	_____
Date of Acceptance:	_____



NAVITAS CREDIT CORP.

A United Community Company

Here are your estimated payment options:

Quote L240408-A- \$61,221.57:

36 Months @ \$2,086 - \$2,286 per month + tax if applicable

60 Months @ \$1,385 - \$1,585 per month + tax if applicable

Payment quotes above are a range of what to expect for your monthly payment (Once I have your credit approval I can get that exact for you), require 2 advances and a onetime documentation fee of \$225 due up front. This is a contract with NO buyout at the end of the term- you will own the equipment. I have provided the most popular terms with the best rates, however, we have other terms: 12, 24 or 48 months and other structured contracts, for example the FMV contract which gives you the option to keep the equipment at the end of the term for a buyout, continue to make payments or return the equipment (the payment amounts go down on this some- usually by \$10-\$12 per month). Also, due to recent lead times for equipment we have a 90 Days Deferred contract where you pay nothing up front and your payments start in 90 days (on the standard contract above, you will start making payments approximately 30 days after signing the contract so that we can fund Commercial Fitness for your order to be placed. So you might be making a few payments prior to equipment being installed, but the 90 Days deferred lets you start making payments closer to the time of installation. For this option the payment will go up about \$30-\$40 per month). If you would like to see any other options, just let me know and I'll get that right over for you.

If you would like to proceed, just use this link to send me your credit application- fill out all applicable information (we need to see the name of the business entity as it is listed on Secretary of State) and leave any that don't apply to you blank :

**APPLY FOR
FINANCING NOW**

click here

Due to the newness of the CDD, I will also need to get the business's last 3 months Bank Statements and you should expect your monthly payment to be somewhere within the amounts I've shown, but probably not the lowest- it all depends on what we can use as a guarantor for your transaction. New CDD's are challenging to get financing approval, we have typically used the developer as a Corporate Guarantor in those cases.

I look forward to working with you, please let me know if you have any questions or would like to get on a call this week to discuss.

Thank you.

Amy Whipple - Sapp

Senior Financing Specialist | Navitas Credit Corp. - A United Community Bank Company

p. 904.543.2575 ext. 208 | awhipple@navitascredit.com

MATRIX

ENDURANCE TREADMILL

A fusion of simplicity and durable design makes it easy for anyone to get started while still challenging true running enthusiasts.



Our Endurance Treadmill is ideal for heavy use in professional fitness facilities where space is at a premium and budgets need to stretch further. A precision-engineered drive system and deck stand up to heavy daily use, and smart maintenance features minimize downtime so members of all kinds can get a run just right for their goals.

4.2 HP AC motor with Dynamic Response Drive System fine-tunes response based on footfall pattern for a smooth, consistent workout up to 20 km/h / 12 mph. Conveniently placed speed and incline controls provide tactile feedback with each adjustment.



Self-lubricating Ultimate Deck System with industrial-grade cushioning provides over 25,000 miles of proven performance.

Easily removable side rails, front roller assembly and an easy-to-open motor cover streamline service and maintenance for technicians, minimizing downtime.

MATRIX

| ENDURANCE TREADMILL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH XL / TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	Touch XL: 56 cm / 22" class capacitive touchscreen LCD Touch: 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	16	14	12	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone®, iPad®, iPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes			
Auto Wake-up	Yes	No		
FRAME SPECS				
Drive System	4.2 hp AC Dynamic Response Drive System			
Speed Range	0.8–20 km/h / 0.5–12 mph			
Incline Range	0–15% (700-lb. thrust-elevation motor)			
Running Surface Area	152 x 56 cm / 60" x 22"			
Running Surface Type	Belt and deck			
Cushioning System	Ultimate Deck			
Handlebar Design	Molded ergo-grip design			
Crossbar Controls	Yes			
Contact & Telemetric HR	Yes			
Step-on Height	23 cm / 9"			
Service Caster	No			
Cast Aluminum End Caps	No			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Tread Sense	Yes			
Assembled Dimensions	209 x 80 x 160 cm / 82" x 31.5" x 63"			
Power Requirements	20 A dedicated circuit required, non-looped grounded			

MATRIX

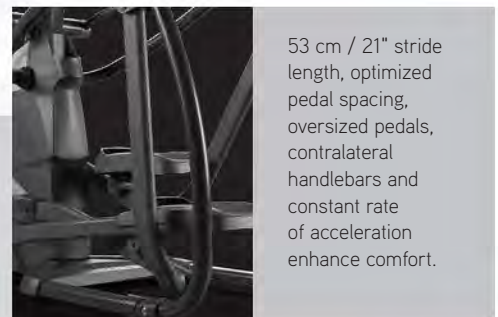
ENDURANCE ELLIPTICAL

Choose our durable, streamlined elliptical for low-impact intensity that serves members of all ability levels.



Our Endurance Elliptical is ideal for heavy use in fitness facilities where space is at a premium and budgets need to stretch further. A design that's as durable as it is easy to service minimizes downtime, while optimized ergonomics and constant acceleration provide a smooth, natural workout experience.

Patented suspension design is wheel- and track free, reducing noise and minimizing friction to extend product life, while top-down levelers makes adjustments easier after installation, maintenance and use.



53 cm / 21" stride length, optimized pedal spacing, oversized pedals, contralateral handlebars and constant rate of acceleration enhance comfort.



Convenience features include low step-on, rear entry, ergonomic grips with contact and telemetric heart rate tracking, water bottle holder and accessory tray.

MATRIX

| ENDURANCE ELLIPTICAL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone®, iPad®, iPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes		No	
Auto Wake-up	Yes	No		
FRAME SPECS				
Resistance System	Brushless generator			
Minimum Watts	5 W powered or 35 W self-powered			
Minimum RPM	10 RPM powered or 25 RPM self-powered			
Stride Length	53.3 cm / 21"			
Step-on Height	24 cm / 9.5"			
Pedal Spacing	6.4 cm / 2.5"			
Watt Range	5-650 W			
Contact and Telemetric HR	Yes			
Top-down Levelers	Yes			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Assembled Dimensions	178 x 74 x 174 cm / 70" x 29.2" x 68.5"			
Power Requirements*	100-240 V — 50/60 Hz AC	Self-powered or 100-240 V — 50/60 Hz AC		

*Power recommended for connectivity features

MATRIX




ENDURANCE CLIMBMILL

A blend of streamlined design and smooth operation make it easy for beginners to start climbing and enthusiasts to climb further than ever.


Our Endurance Climbmill is ideal for heavy use in fitness facilities where space is at a premium and budgets need to stretch further. Smart, heavy-duty design offers a secure, stable workout and stands up to tough environments. It's even easy to service, minimizing downtime for all your members who love a true climbing workout.



Oil-free drive system, anti-rust design and our exclusive Sweat Management System reduce maintenance and enhance durability, extending product life.



Control Drive stops stairs immediately if anything pushes against the direction of rotation for stair-climbing security, while extra-deep steps and positioning software make quality climbing workouts accessible to members of different ability levels.



The side access panel can be removed quickly, while modular components and an internal service light streamline maintenance.

MATRIX

| ENDURANCE CLIMBMILL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH XL / TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	Touch XL: 56 cm / 22" class capacitive touchscreen LCD Touch: 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	13	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone®, iPad®, iPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes			
Auto Wake-up	Yes	No		
FRAME SPECS				
Drive System	Clutched ECB with industrial-grade drive chain and belt			
Step Dimensions	25.4 x 46 x 20.3 cm / 10" x 18" x 8"			
Handlebar Design	Perimeter			
Auto-stop Function	Yes; frame mounted IR			
Control Zone	No			
Locking Staircase	Yes			
Top-down Levelers	Yes			
Contact & Telemetric HR	Yes			
Step-on Height	36 cm / 14"			
Service Caster	No			
Minimum User Weight	45 kg / 99 lbs.			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Assembled Dimensions	138 x 85 x 212 cm / 54.5" x 33.5" x 83.5"			
Power Requirements	100-240 V — 50/60 Hz AC			

MATRIX

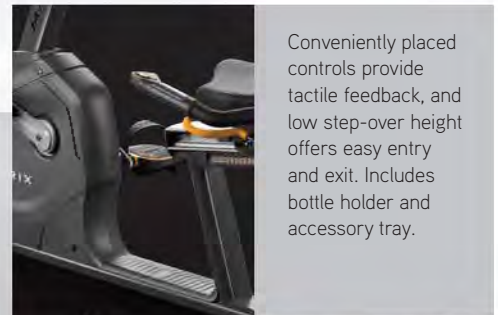
ENDURANCE RECUMBENT CYCLE

Make low-impact cardio possible for members of all kinds with the comfortable design of our recumbent cycle.



Our Endurance Recumbent Cycle is ideal for heavy use in professional fitness facilities where space is at a premium and budgets need to stretch further. A recumbent design with an ergonomic seat and back distributes weight for superior support, while smart features streamline service and maintenance to maximize uptime.

Intuitive one-handed adjustment fine-tunes the seat to users of different heights, contoured handlebars fit the hand naturally, Ergo Form seat and back pad make even long rides comfortable, and self-balancing pedals make it quicker and easier to get started.



Conveniently placed controls provide tactile feedback, and low step-over height offers easy entry and exit. Includes bottle holder and accessory tray.



Top-down leveling, an integrated transport handle and a three-piece crank with forged arms and integrated pullers streamline service and maintenance.

MATRIX

| ENDURANCE RECUMBENT CYCLE

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH XL / TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone®, iPad®, iPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready			Yes	
Auto Wake-up	Yes	No		
FRAME SPECS				
Resistance System	Brushless generator			
Minimum Watts	2 W powered or 13 W self-powered			
Minimum RPM	10 RPM powered or 25 RPM self-powered			
Pedal Spacing	17.5 cm / 6.9"			
Seat Material	Custom one-piece, molded seat back and bottom			
Seat Adjustment	Single-hand lever			
Handlebar Design	Side seat; front ergo bend			
Crank Design	Three piece with forged arms and integrated puller			
Top-down Levelers	Yes			
Contact & Telemetric HR	Yes			
Rear-lift Handle	Yes			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Assembled Dimensions	154 x 68 x 146 cm / 60.7" x 26.7" x 57.4"			
Power Requirements*	100-240 V — 50/60 Hz AC		Self-powered or 100-240 V — 50/60 Hz AC	

*Power recommended for connectivity features

**Magnetic Resistance**

Contact-free magnetic resistance provides smooth, repeatable adjustments to help users fine-tune their ride.

**Smart Device Storage**

Integrated device storage shelf keeps smartphones in view.

**Optional Console**

The optional console allows users to monitor heart rate, cadence and other training data.

**FEATURES**

Power Measurement (Watt)	No
Console	Optional LCD
Generator Powered	No
Training Intensity Guide	No
Telemetric HR	Yes
WiFi Enabled	No
ANT+/Bluetooth Enabled	No
Asset Management Compatible	No
Workout Tracking Compatible	No
Resistance System	Magnetic
Emergency Stop	Push
Flywheel	Rear, aluminum, evenly-weighted
Adjustment Type	Quick-touch levers
Posts & Sliders	Aluminum, pin-to-lock adjustment
Handlebar Adjustments	Vertical & horizontal
Saddle	Ergonomically sculpted seat
Handlebar	Ergo-formed, multi-position, soft PVC
Saddle Adjustments	Vertical & horizontal
Water Bottle Holder	Dual, integrated on handlebar

FRAME

Frame Color	Matte black
Frame Material	Steel
Shrouds & Guards	Full frame
Frame Design	Off-set
Q Factor	155 mm / 6.1"
Crank Type	Forged steel 170 mm
Pedal Type	Dual-sided SPD & toe cage
Frame Stabilizer Bars	Oversized, hidden bolts & fixings
Protection Plates	Yes
Leveling Feet	4
Transport Wheels	2

DRIVE SYSTEM

Drivetrain	Flexonic belt
Drivetrain Gear Ratio	1:10

TECH SPECS

Overall Dimensions (L x W x H)	122.4 x 56.4 x 102.8 cm / 48.2" x 22.2" x 40.5"
Product Weight	55.2 kg / 121.6 lbs.
Max User Weight	158.75 kg / 350 lbs.

**Advanced Ergonomics & Adjustments**

The detail-oriented design of our Training Cycles begins with a narrow Q-factor that optimizes the position of the hips, knees and feet. Intuitive four-way adjustment with quick-touch operation and easy seat-tilt adjustment make customizing the cycle to each user's body virtually effortless.

**Streamlined Service & Setup**

The low-maintenance, well-protected rear flywheel design of our cycles includes a quick-release service panel, easily removable pedal cranks and clearly identifiable internal components to make service a breeze for heavy-use facilities.

AVAILABLE STORAGE OPTION 1

18" Storage Rack VS-FTS18

Consists of 6 hooks for accessory storage



*VS-VFT + VS-FTS18 shown

AVAILABLE STORAGE OPTION 2

30" Storage Rack VS-FTS30

Consists of 9 storage hooks as well as 2 shelves for storing various accessories



*VS-VFT + VS-FTS30 shown

STANDARD HANDLE

COMES STANDARD WITH VS-VFT UNIT

D-Handle



OPTIONAL HANDLE PACKAGE

VS-FTHP

Heel Cup



V-Bar



Triceps Rope



Curl Bar



INCREMENTAL WEIGHT

VS-FTIW incremental weight adds 1.1 kg / 2.5 lbs of effective resistance per side



STANDARD WEIGHT STACK

(COMES STANDARD WITH VS-VFT UNIT)

68 kg / 150 lbs (34 kg / 75 lbs of effective resistance per side)








HEAVY WEIGHT STACK (VS-VFT60)

(OPTIONAL HEAVY WEIGHT STACK WITH VS-VFT UNIT)

95 kg / 210 lbs (47.5 kg / 105 lbs of effective resistance per side)

CommercialFitnessProducts

FT-AK-8A – Attachment Kit

	Triceps Rope
	Ankle Cuff
	Triceps Press Down V Bar
	Straight Bar
	Curl Bar
	Dual Cable Long Bar
	Cable Handles (2)

Lat Pulldown / Seated Row

VS-S331



- Thigh pad easily adjusts to provide stability and comfort
- Elevated foot rests provide stability and comfort during heavy lifts
- Stainless-steel cable guides provide added protection for lasting durability
- Clearly indicated adjustments for ease of use

ADJUSTMENTS

Color coded pivots & points of adjustment	Yes
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FRAME & CABLES

Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process
Cable transmission	Internally lubricated cables & fittings
Machine anchoring	Machine anchoring locations

TECH SPECS

Product Weight (Standard Stack)	246 kg / 543 lbs.
Product Weight (Heavy Stack)	278 kg / 613 lbs.
Overall Dimensions (L x W x H)	180.5 x 157.9 x 226.3 cm / 71.1" x 62.2" x 89.1"

USER AMENITIES

Rear placards	Color-coded machine identification & machine specific stretching
Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
Placard color coding	Yellow (upper body)
Contoured seat	Yes
Personal storage	Bottle holder, storage area and towel holder (towel holder on rep counter only)
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Foot Support	Foot support accommodates users of all sizes for additional lower body support

WARRANTY

Frame and welds (not coatings)	10 years
Weight Stacks	5 years
Pulleys & Pivot Bearings	5 years
Other Items Not Specified	3 years
Labor	3 years
Upholstery/cables/grips/springs	1 year

Accessories	6 months
Air Filled Shock	90 days

WEIGHT STACK

Weight stack guarding	Full front and rear shields
Incremental weight system	5 lbs (2.3 kg)
Standard Stack	72.6 kg / 160 lbs.
Heavy Stack	104.3 kg / 230 lbs.

Leg Extension / Leg Curl

VS-S711



- Angled pads and ideal pivot location promote full muscle contraction and alignment
- Back pad ratchets forward for easy adjustment from the seated position
- Dual-action CAM enables a smooth transition between exercises
- Adjustments are easily performed in the seated position
- Clearly indicated adjustments for ease of use

ADJUSTMENTS

Color coded pivots & points of adjustment	Yes
User adjustment range	12 user start options

FRAME & CABLES

Machine anchoring	Machine anchoring locations
Cable transmission	Internally lubricated cables & fittings
Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process

TECH SPECS

Overall Dimensions (L x W x H)	177.6 x 118.3 x 167.1 cm / 69.9" x 46.6" x 65.8"
Product Weight (Standard Stack)	251 kg / 554 lbs.
Product Weight (Heavy Stack)	283 kg / 624 lbs.

USER AMENITIES

Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
Rear placards	Color-coded machine identification & machine specific stretching
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Placard color coding	Blue (lower body)
Contoured seat	Yes
Personal storage	Bottle holder, storage area and towel holder (towel holder on rep counter only)

WARRANTY

Frame and welds (not coatings)	10 years
Weight Stacks	5 years
Pulleys & Pivot Bearings	5 years
Other Items Not Specified	3 years

Labor	3 years	
Upholstery/cables/grips/springs	1 year	
Accessories	6 months	
Air Filled Shock	90 days	

WEIGHT STACK

Incremental weight system	5 lbs (2.3 kg)
Consistent stack height	Yes
Weight stack guarding	Full front and rear shields
Standard Stack	72.6 kg / 160 lbs.
Heavy Stack	104.3 kg / 230 lbs.

Smith Machine

MG-PL62



- ▶ Counter balanced 11.3 kg / 25 lb. bar takeoff for low starting resistance
- ▶ Features a 90-degree path of motion adapts to all exercises
- Linear bearings provide a smooth motion
- 8 integrated weight-storage horns hold multiple weight-plate sizes

FRAME

Frame Finish	Proprietary two-coat powder process
--------------	-------------------------------------

TECH SPECS

Overall Dimensions (L x W x H)	110.5 x 231.1 x 245.1 cm / 43.5" x 91" x 96.5"
Product Weight	270 kg / 569 lbs
Max. User Weight	159 kg / 350 lbs
Max. Training Weight	245 kg / 540 lbs
Starting Resistance	11.3 kg / 25 lbs.

XULT RUBBER GRIP PLATE

Made with high quality virgin rubber, our metal cores have a machined radius on the edges to eliminate internal sharp edges and cutting from within. Anchor notches and grooves are then cut into the iron and a proper bonding agent applied to allow a thick coating of rubber to permanently bond to the metal. 3 year limited warranty. Sold individually.

Sizes: 2.5, 5, 10, 25, 35 & 45 lbs

CUSTOM DESIGNS
AVAILABLE! ▶



DESIGN

- Round, functional design with three comfortable handles
- Large easy to read numbers
- Plus/minus 2% tolerance of stated weight



COVERING

- Proprietary bonding agent
- Thick virgin rubber coating – no odor
- Will not fade or discolor
- Wear resistant matte textured surfaces
- Coated to center hole, no exposed center hub



CORE

- Machined radiuses to prevent damage to casing
- Sandblasted prior to covering for better adhesion

Multi-adjustable Bench

VY-D85A-02



- Back adjusts into 5 positions: flat, 30, 45, 60 and 80 degrees
- Seat adjusts into 2 positions
- Handle and wheels provide easy movement

TECH SPECS

Shipping Weight	43 kg / 94 lbs.
Overall Dimensions (L x W x H)	147 x 56 x 48 cm / 58" x 22" x 19"

XT-FLAT-DB-10

XULT DUMBBELL FLAT RACK (3-TIER)

Store and organize your dumbbells with an easy access angled design that saves valuable space in your fitness facility.

Warranty: 3 year limited warranty



FEATURES/BENEFITS

- Designed to hold dumbbells ranging up to 100 lbs.
- Ideal for 5 lb. to 50 lb. Hex Dumbbell Sets
- Angled shelves make it easy to access and rack dumbbells
- Rubber feet provide excellent stability and protect flooring
- Max Load: 500 lbs. per shelf
- Measures 42"H x 52"W x 29"D
- Weight: 150 lbs.

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

XULT URETHANE HEX PLUS DUMBBELLS

Classic hex design prevents rolling on flat surfaces. 32 mm (5-50 lbs) or 35 mm (55-130 lbs) handles. Premium high-grade odorless urethane with a wear resistant matte textured surface is permanently bonded to the solid steel core. 5 year limited warranty.

Sizes: 5-130 lbs, 2.5 - 47.5 lbs

CUSTOM DESIGNS
AVAILABLE!



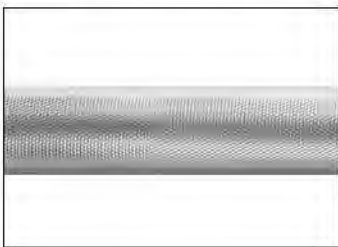
DESIGN

- Flat faces for balance
- Easy to read permanently bonded weight markings
- Plus/minus 2% tolerance of stated weight



COVERING

- Proprietary bonding agent
- Thick high grade BASF™ urethane
- Wear resistant matte textured surface



HANDLE

- Durable industrial hard chrome with medium diamond knurling
- Straight, ergonomically correct handle
- Medium diamond knurling
- 32 mm diameter up to 50 lbs / 35 mm over 55 lbs



CORE

- Machined radiuses to prevent damage to casing
- Precision drilled solid steel heads ensure a tight straight fit
- Handles are 60 ton pressed fit into heads and welded for durability
- Sandblasted prior to covering for better adhesion

XULT CAST KETTLEBELLS

Help a wide range of users take part in dynamic strength-building exercises with a variety of durable, balanced kettlebells.

Warranty: 90 day limited warranty

Sizes: 5, 10, 15, 20, 25, 30, 35, 40, 45 and 50 lbs.



FEATURES/BENEFITS

- Available in a range of sizes from 5 lbs. to 50 lbs.
- Color coded by weight for easy selection
- Matte powder finish is smooth while providing excellent grip

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

SIZES

- 5 lb. Cast Kettlebell – XT-005CAST-KB
- 10 lb. Cast Kettlebell – XT-010CAST-KB
- 15 lb. Cast Kettlebell – XT-015CAST-KB
- 20 lb. Cast Kettlebell – XT-020CAST-KB
- 25 lb. Cast Kettlebell – XT-025CAST-KB
- 30 lb. Cast Kettlebell – XT-030CAST-KB
- 35 lb. Cast Kettlebell – XT-035CAST-KB
- 40 lb. Cast Kettlebell – XT-040CAST-KB
- 45 lb. Cast Kettlebell – XT-045CAST-KB
- 50 lb. Cast Kettlebell – XT-050CAST-KB

XULT MEDICINE BALLS

Help users build core stability, balance and strength with durable medicine balls designed for hard use.

Warranty: 90 day limited warranty

Sizes: 2, 4, 6, 8, 10, 12, 15, 18, 20 and 25 lbs.



FEATURES/BENEFITS

- Available in 10 sizes from 2 lbs. to 25 lbs.
- Textured surface provides excellent grip for a range of exercises
- Adjustable air pressure provides different levels of bounce and firmness

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

SIZES

- 2 lb. Med Ball – XT-02-MEDBALL
- 4 lb. Med Ball – XT-04-MEDBALL
- 6 lb. Med Ball – XT-06-MEDBALL
- 8 lb. Med Ball – XT-08-MEDBALL
- 10 lb. Med Ball – XT-10-MEDBALL
- 12 lb. Med Ball – XT-12-MEDBALL
- 15 lb. Med Ball – XT-15-MEDBALL
- 18 lb. Med Ball – XT-18-MEDBALL
- 20 lb. Med Ball – XT-20-MEDBALL
- 25 lb. Med Ball – XT-25-MEDBALL

Athletix™ Equipment Cleaner

A unique alcohol-free product from Contec® designed to effectively clean exercise equipment prior to use.

No more handling of chemicals and inhaling obnoxious fumes! Put down the spray bottles and reach for a presaturated Athletix™ Equipment Cleaner wipe! Athletix Equipment Cleaner wipes are designed to make workouts cleaner and more enjoyable. Athletix Equipment Cleaner wipes allow your members to effectively remove sweat, body oils, and dirt left on exercise equipment by the prior user. Grab an Athletix Equipment Cleaner wipe, clean the equipment, and then simply toss the used wipe in the trash. This “one and you’re done” concept prevents many cross-contamination problems caused by multi-use cloth towels.

Athletix Equipment Cleaner wipes also relieve your employees from the chore of mixing chemicals and filling spray bottles. In short, Athletix Equipment Cleaner wipes result in clean equipment, happy club members, and more productive employees!



Equipment Cleaner

Safe for Equipment

- **Alcohol-Free Formulation** Contain no alcohol and are safe to use on vinyl, leather, chrome, rubber, foam grips, painted surfaces and electronic displays.
- **Avoids Damage** Eliminate product overspray from spray bottles, reducing the chance of damaging sensitive electronic components! Leading Equipment Manufacturer approved.

User Friendly

- **Quick and Easy** End the search for the spray bottle. Simply dispense one wipe, clean the exercise equipment, and toss the wipe in the trash.
- **Breathe Easier** Virtually odor-free formulation prevents inhaling of harmful fumes caused by spray bottle air-borne mist. And since they are alcohol-free, they will not leave hands dry and chapped.
- **Hassle Free** Loading and refilling the dispensers is easy and quick. The see-through dispenser makes it easy to see when a new roll is needed.

Now with
MORE wipes!

Athletix™ Equipment Cleaner Wipes

- 900-count roll of 9" x 6" wipes

Dispenser Options

- Wall-mounted dispenser with optional sign holder
- Equipment/Pole Attachment Kit
- Free-standing wire-form stand with optional sign holder
- Economical free-standing buckets with optional raised bucket stand
- Stainless steel floor stand



Athletix™ Wall-mounted Dispenser

This center pull, wall mounted wipe dispenser makes it easy to grab a wipe with just one hand. Durable and sturdy, this unit has no complicated moving parts and comes with mounting hardware. The simple center pull design eliminates needs for levers, dials, or cranks. The see-through, grey-colored dispenser allows your staff employees to see when the Athletix Equipment Cleaner wipes are running low. When time for refill, simply open the dispenser utilizing the permanently attached key. Follow the loading instructions on the bag, thread the wiper through the opening, close the door and go! Your users and members will appreciate the dispenser's easy access, making it convenient for them to help maintain your valuable equipment.

Wall-mounted Dispenser with anchor kit dimensions :
9.25" x 9.75" x 13.5 (23.5x 24.8 x 34.3 cm)



27 of 27



PACIFIC ACE

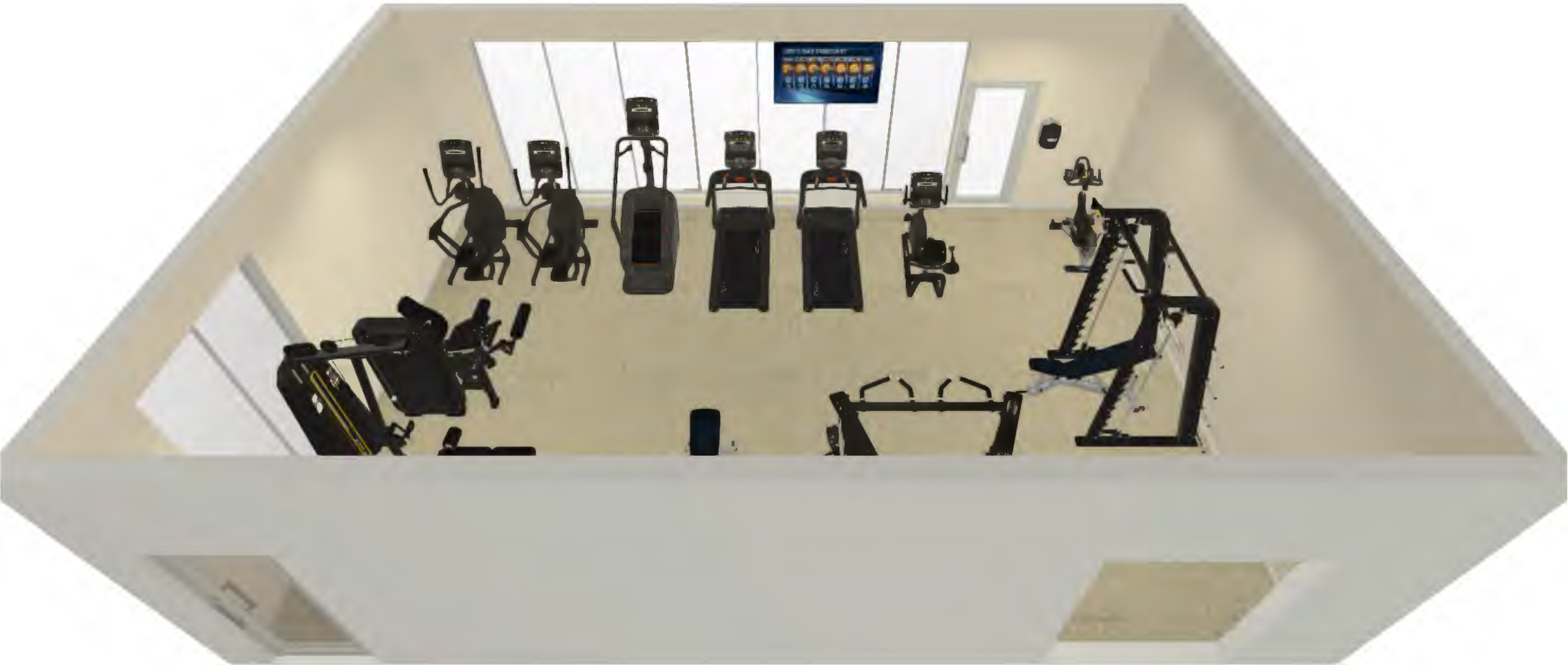
COMMUNITY DEVELOPMENT DISTRICT

10B



APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



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Objects	Quantity
 Lat Pulldown/Row	1
 Functional Trainer	1
 Leg Ext/Curl	1
 Smith Machine	1
 Vertical dumbbells Rack	1
 Medicineball rack with 5 medicine balls	1
 LED Console	6
 Lifestyle ClimbMill	1
 Lifestyle Elliptical	2
 Lifestyle Recumbent Cycle	1
 Lifestyle Treadmill	2
 CXC Training Cycle	1



Objects

Quantity

Multi-adjustable Bench	2
------------------------	---



PROPOSAL

6221 Topaz Ct, Fort Myers, FL 33966

Office: 239-938-1461

Cell: 239-633-5719

Email: lori@commfitnessproducts.co

Fax: 239-938-1462

PROPOSAL # L240408-B

Date: Apr 8, 2024

Expiration Date: 5/8/2024

BILL

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

ATN Oscar Trujillo
Phone (407) 770-1748
Email OTrujillo@empirehoa.com

SHIP

TO: Pacific Ace CDD
Sanctuary Drive
Clermont, FL 34714

ATN Oscar Trujillo
Phone (407) 770-1748
Email OTrujillo@empirehoa.com

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Lori Main	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		MATRIX LIFESTYLE COMMERCIAL CARDIO WITH LED CONSOLES		
2	T-LS-LED	Matrix Lifestyle LED Treadmill	\$3,995.00	\$7,990.00
2	E-LS-LED	Matrix Lifestyle LED Elliptical	\$3,450.00	\$6,900.00
1	C-ES-LED	Matrix Endurance LED Climbmill	\$6,895.00	\$6,895.00
1	R-LS-LED	Matrix Lifestyle LED Recumbent	\$2,650.00	\$2,650.00
1	CXC-02	Matrix Indoor Cycle CXC (No console)	\$1,750.00	\$1,750.00
		MAXFORCE STRENGTH MACHINES		
1	506FT	MaxForce Full Commercial Functional Trainer	\$3,499.00	\$3,499.00
1	FT-AK-8A	8 piece Steel & Aluminum Cable Attachment Kit - Triceps Rope, Nylon Ankle Cuff, Aluminum Straight Bar, Aluminum Curl Bar, Aluminum Dual Cable Long Bar, (2) Aluminum Cable Handles; V-Pressdown Bar (metal)	\$335.00	\$335.00
1	501LR	MaxForce Lat Pulldown/Low Row Machine	\$2,095.00	\$2,095.00
1	502LEC	MaxForce Leg Extension/Prone Curl Machine	\$2,150.00	\$2,150.00
		FREE-WEIGHTS AND ACCESSORIES		
1	507SM	MaxForce Full Commercial Smith Machine	\$2,699.00	\$2,699.00
2	ZMD4004974	XULT Rubber Plate 02.5lb Black	\$7.16	\$14.32
2	ZMD4004975	XULT Rubber Plate 05lb Black	\$14.32	\$28.64
2	ZMD4004976	XULT Rubber Plate 10lb Black	\$28.61	\$57.22
2	ZMD4004977	XULT Rubber Plate 25lb Black	\$71.52	\$143.04
4	ZMD4004979	XULT Rubber Plate 45lb Black	\$128.74	\$514.96
2	511FIB	MaxForce Multi-Adjustable Bench	\$699.00	\$1,398.00
1	ZMD4006847	XULT A-Frame DB Rack w/KB shelf - 8prs	\$475.00	\$475.00

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	ZMD4012832	XULT URE Hex Plus DB Pair 005lb Black	\$28.53	\$28.53
1	ZMD4012834	XULT URE Hex Plus DB Pair 010lb Black	\$57.03	\$57.03
1	ZMD4012836	XULT URE Hex Plus DB Pair 015lb Black	\$85.53	\$85.53
1	ZMD4012838	XULT URE Hex Plus DB Pair 020lb Black	\$114.04	\$114.04
1	ZMD4012840	XULT URE Hex Plus DB Pair 025lb Black	\$142.56	\$142.56
1	ZMD4012842	XULT URE Hex Plus DB Pair 030lb Black	\$171.07	\$171.07
1	ZMD4012844	XULT URE Hex Plus DB Pair 035lb Black	\$199.57	\$199.57
1	ZMD4012846	XULT URE Hex Plus DB Pair 040lb Black	\$228.07	\$228.07
1	ZMD4012803	XULT Cast Kettlebell 005b Black	\$16.38	\$16.38
1	ZMD4012804	XULT Cast Kettlebell 010b Black	\$28.41	\$28.41
1	ZMD4012805	XULT Cast Kettlebell 015b Black	\$39.34	\$39.34
1	ZMD4012806	XULT Cast Kettlebell 020b Black	\$52.46	\$52.46
1	ZMD4012807	XULT Cast Kettlebell 025b Black	\$65.25	\$65.25
1	ZMD4012808	XULT Cast Kettlebell 030b Black	\$76.50	\$76.50
1	ZMD4006843	XULT Med Ball Rack - 5 Balls	\$175.00	\$175.00
1	ZMD4006659	XULT Med Ball 06lb 9" Diameter	\$49.41	\$49.41
1	ZMD4006661	XULT Med Ball 10lb 9" Diameter	\$67.76	\$67.76
1	ZMD4006663	XULT Med Ball 15lb 11.25" Diameter	\$86.11	\$86.11
1	ZMD4006665	XULT Med Ball 20lb 11.25" Diameter	\$121.40	\$121.40
1	ZMD4006666	XULT Med Ball 25lb 11.25" Diameter	\$148.36	\$148.36
		MAINTENANCE - SERVICE - SURTAX		
1	XWEW0009	Athletix Equipment Cleaner (900) 9"x6" wipes per roll (4) rolls per case	\$179.00	\$179.00
2	9433	Plastic Wall Mountable Center Pull Dispenser (1 each)	\$49.00	\$98.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, Single Door	\$1,900.00	\$1,900.00
1		TAX EXEMPT NUMBER REQUIRED	\$0.00	\$0.00

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$43,723.96
State Tax	\$0.00
Freight	\$4,055.81
Grand Total	\$47,779.77

Lead Times

Due to global supply chain disruption, lead times may be extended. For current lead times, contact your CFP representative.

For Delivery Staff

Date:	Amount Collected:	Check No.:
Received By: (Print Name and Sign)		

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply.

CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty:Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty:Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts.1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:

Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

**5034 N Hiatus Rd
Sunrise, FL 33351**

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # :	L240408-B
Proposal Amount:	\$47,779.77
Payment Terms:	50% Deposit, 50% COD
Deposit Amount:	\$23,889.89
Balance:	\$23,889.88
Signature	_____
Print Name:	_____
Facility Name:	_____
Date of Acceptance:	_____



NAVITAS CREDIT CORP.

A United Community Company

Here are your estimated payment options:

Quote L240408-B- \$47,779.77:

36 Months @ \$1,673 - \$1,873 per month + tax if applicable

60 Months @ \$1,081 - \$1,281 per month + tax if applicable

Payment quotes above are a range of what to expect for your monthly payment (Once I have your credit approval I can get that exact for you), require 2 advances and a onetime documentation fee of \$225 due up front. This is a contract with NO buyout at the end of the term- you will own the equipment. I have provided the most popular terms with the best rates, however, we have other terms: 12, 24 or 48 months and other structured contracts, for example the FMV contract which gives you the option to keep the equipment at the end of the term for a buyout, continue to make payments or return the equipment (the payment amounts go down on this some- usually by \$10-\$12 per month). Also, due to recent lead times for equipment we have a 90 Days Deferred contract where you pay nothing up front and your payments start in 90 days (on the standard contract above, you will start making payments approximately 30 days after signing the contract so that we can fund Commercial Fitness for your order to be placed. So you might be making a few payments prior to equipment being installed, but the 90 Days deferred lets you start making payments closer to the time of installation. For this option the payment will go up about \$30-\$40 per month). If you would like to see any other options, just let me know and I'll get that right over for you.

If you would like to proceed, just use this link to send me your credit application- fill out all applicable information (we need to see the name of the business entity as it is listed on Secretary of State) and leave any that don't apply to you blank :

**APPLY FOR
FINANCING NOW**

[click here](#)

Due to the newness of the CDD, I will also need to get the business's last 3 months Bank Statements and you should expect your monthly payment to be somewhere within the amounts I've shown, but probably not the lowest- it all depends on what we can use as a guarantor for your transaction. New CDD's are challenging to get financing approval, we have typically used the developer as a Corporate Guarantor in those cases.

I look forward to working with you, please let me know if you have any questions or would like to get on a call this week to discuss.

Thank you.

Amy Whipple - Sapp

Senior Financing Specialist | Navitas Credit Corp. - A United Community Bank Company

p. 904.543.2575 ext. 208 | awhipple@navitascredit.com


MATRIX



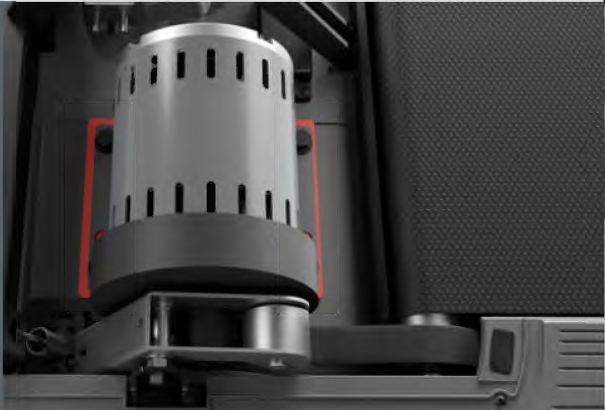
LIFESTYLE TREADMILL

Everything you need — and nothing you don't — to give the people you serve a beautifully simple run.


Our light-commercial treadmill is ideal for multi-family housing, small hotels, corporate facilities and municipal buildings. Compact design and low step-on make a solid run accessible to everyone, even when space is at a premium. The durable drive and deck keep it running smoothly for years, and streamlined maintenance minimizes downtime.



Self-lubricating Ultimate Deck System with industrial-grade cushioning provides over 25,000 miles of proven performance.



4.2 HP AC motor with Dynamic Response Drive System fine-tunes response based on footfall pattern for a smooth, consistent workout up to 19 km/h / 12 mph. Conveniently placed speed and incline controls provide tactile feedback with each adjustment.



An easy-to-open motor cover streamlines service and maintenance by helping technicians get in and out more quickly, minimizing downtime.

MATRIX

LIFESTYLE TREADMILL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH XL / TOUCH		PREMIUM LED	LED	GROUP TRAINING LED
Display	Touch XL: 56 cm / 22" class capacitive touchscreen LCD	Touch: 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	16		14	12	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan		English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes			No	
Analog TV	NTSC, PAL, SECAM		Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2		Optional; attachable add-on TV		
IPTV	No				
Pro:Idiom Compatibility	Optional; coax		Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes			Optional; required for Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate		Yes; heart rate		No
ANT+	Yes; heart rate		No		
RFID Wireless Login	Yes		Optional		
Connects to Apple Watch	Yes		Optional		No
Made for iPhone, iPad, iPod	Yes		No		
USB Port	Yes; device charging, device media, software updates		Yes; device charging, software updates		
Wireless Charging (Qi)	Yes		No		
CSAFE Ready				Yes	
Auto Wake-up	Yes		No		
FRAME SPECS					
Drive System	4.2 hp AC Dynamic Response Drive System				
Speed Range	0.8-20 km/h / 0.5-12 mph				
Incline Range	0-15% (700-lb. thrust-elevation motor)				
Running Surface Area	152 x 56 cm / 60" x 22"				
Running Surface Type	Belt and deck				
Cushion System	Ultimate Deck				
Handlebar Design	Molded ergo-grip design				
Crossbar Controls	Yes				
Contact & Telemetric HR	Yes				
Step-on Height	17.8 cm / 7"				
Service Caster	No				
Cast Aluminum End Caps	No				
Max User Weight	182 kg / 400 lbs.				
Ethernet Connectivity	No				
Tread Sense	Yes				
Assembled Dimensions	201 x 90 x 164 cm / 79.3" x 35.6" x 64.7"				
Power Requirements	20 A dedicated circuit required, non-looped grounded				

MATRIX



LIFESTYLE ELLIPTICAL

Offer your people a workout that's low-impact, natural and fits virtually any exercise space.

Our light-commercial elliptical is ideal for multi-family housing, small hotels, corporate facilities and municipal buildings. A compact footprint makes the most of your space, smart ergonomics fit the body and its natural movements, and convenience features improve the experience for users and facilities alike.

Patented suspension design is wheel- and track-free, reducing noise and minimizing friction to extend product life.



51 cm / 20" stride length, optimized pedal spacing and oversized pedals enhance comfort.



Convenience features include low step-on, rear entry, contact / telemetric heart rate tracking, water bottle holder and accessory tray.

MATRIX

LIFESTYLE ELLIPTICAL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	No			
Pro:Idiom Compatibility	Optional: coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; required for Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone, iPad, iPod	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes			No
Auto Wake-up	Yes	No		
FRAME SPECS				
Resistance System	Brushless generator			
Minimum Watts	5 W powered or 35 W self-powered			
Minimum RPM	10 RPM powered or 30 RPM self-powered			
Stride Length	51 cm / 20"			
Step-on Height	23 cm / 9.1"			
Pedal Spacing	6.4 cm / 2.5"			
Watt Range	5-650 W			
Contact and Telemetric HR	Yes			
Top-down Levelers	No			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	No			
Assembled Dimensions	148 x 73 x 176 cm / 58.3" x 28.8" x 69.3"			
Power Requirements	Self-powered or 100-240 V — 50/60 Hz AC			

MATRIX




ENDURANCE CLIMBMILL

A blend of streamlined design and smooth operation make it easy for beginners to start climbing and enthusiasts to climb further than ever.


Our Endurance Climbmill is ideal for heavy use in fitness facilities where space is at a premium and budgets need to stretch further. Smart, heavy-duty design offers a secure, stable workout and stands up to tough environments. It's even easy to service, minimizing downtime for all your members who love a true climbing workout.



Oil-free drive system, anti-rust design and our exclusive Sweat Management System reduce maintenance and enhance durability, extending product life.



Control Drive stops stairs immediately if anything pushes against the direction of rotation for stair-climbing security, while extra-deep steps and positioning software make quality climbing workouts accessible to members of different ability levels.



The side access panel can be removed quickly, while modular components and an internal service light streamline maintenance.

MATRIX

| ENDURANCE CLIMBMILL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH XL / TOUCH		PREMIUM LED	LED	GROUP TRAINING LED
Display	Touch XL: 56 cm / 22" class capacitive touchscreen LCD	Touch: 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	13		9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan		English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes			No	
Analog TV	NTSC, PAL, SECAM		Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2		Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS		No		
Pro:Idiom Compatibility	Optional; IPTV and coax		Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes			Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate		Yes; heart rate	No	
ANT+	Yes; heart rate		No		
RFID Wireless Login	Yes		Optional		
Connects to Apple Watch	Yes		Optional	No	
Made for iPhone®, iPad®, iPod®	Yes		No		
USB Port	Yes; device charging, device media, software updates		Yes; device charging, software updates		
Wireless Charging (Qi)	Yes		No		
CSAFE Ready	Yes				
Auto Wake-up	Yes		No		
FRAME SPECS					
Drive System	Clutched ECB with industrial-grade drive chain and belt				
Step Dimensions	25.4 x 46 x 20.3 cm / 10" x 18" x 8"				
Handlebar Design	Perimeter				
Auto-stop Function	Yes; frame mounted IR				
Control Zone	No				
Locking Staircase	Yes				
Top-down Levelers	Yes				
Contact & Telemetric HR	Yes				
Step-on Height	36 cm / 14"				
Service Caster	No				
Minimum User Weight	45 kg / 99 lbs.				
Max User Weight	182 kg / 400 lbs.				
Ethernet Connectivity	Yes				
Assembled Dimensions	138 x 85 x 212 cm / 54.5" x 33.5" x 83.5"				
Power Requirements	100-240 V — 50/60 Hz AC				

MATRIX

LIFESTYLE

RECUMBENT CYCLE

Offer low-impact cardio exercise to people of all ability levels with our streamlined recumbent design.



Our light-commercial Recumbent Cycle is ideal for multi-family housing, small hotels, corporate facilities and municipal buildings. A compact footprint helps you make the most of your space, while a recumbent design with an ergonomic seat and back distributes weight for superior support.

Contoured handlebars fit the hand naturally, Ergo Form seat and back pad make even long rides comfortable, and self-balancing pedals make it quicker and easier to get started.



Conveniently placed controls provide tactile feedback, and step-through design offers easy entry and exit. Includes bottle holder and accessory tray.



Three-piece crank with forged arms and integrated pullers streamlines service to minimize downtime.

MATRIX

LIFESTYLE RECUMBENT CYCLE

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	No			
Pro:Idiom Compatibility	Optional; coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; required for Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate		No	
RFID Wireless Login	Yes		Optional	
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone, iPad, iPod	Yes		No	
USB Port	Yes; device charging, device media, software updates		Yes; device charging, software updates	
Wireless Charging (Qi)	Yes		No	
CSAFE Ready			Yes	
Auto Wake-up	Yes		No	
FRAME SPECS				
Resistance System	Brushless generator			
Minimum Watts	2 W powered or 13 W self-powered			
Minimum RPM	10 RPM powered or 25 RPM self-powered			
Pedal Spacing	20.2 cm / 8"			
Seat Material	Custom one-piece, molded seat back and bottom			
Seat Adjustment	Single-hand lever			
Handlebar Design	Seat side; front ergo bend			
Crank Design	Three piece with forged arms and integrated puller			
Top-down Levelers	No			
Contact & Telemetric HR	Yes			
Rear-lift Handle	No			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	No			
Assembled Dimensions	158 x 67 x 133 cm / 62" x 26.4" x 52.3"			
Power Requirements*	100-240 V — 50/60 Hz AC		Self-powered or 100-240 V — 50/60 Hz AC	

*Power recommended for connectivity features



Magnetic Resistance

Contact-free magnetic resistance provides smooth, repeatable adjustments to help users fine-tune their ride.



Smart Device Storage

Integrated device storage shelf keeps smartphones in view.



Optional Console

The optional console allows users to monitor heart rate, cadence and other training data.



FEATURES

Power Measurement (Watt)	No
Console	Optional LCD
Generator Powered	No
Training Intensity Guide	No
Telemetric HR	Yes
WiFi Enabled	No
ANT+/Bluetooth Enabled	No
Asset Management Compatible	No
Workout Tracking Compatible	No
Resistance System	Magnetic
Emergency Stop	Push
Flywheel	Rear, aluminum, evenly-weighted
Adjustment Type	Quick-touch levers
Posts & Sliders	Aluminum, pin-to-lock adjustment
Handlebar Adjustments	Vertical & horizontal
Saddle	Ergonomically sculpted seat
Handlebar	Ergo-formed, multi-position, soft PVC
Saddle Adjustments	Vertical & horizontal
Water Bottle Holder	Dual, integrated on handlebar

FRAME

Frame Color	Matte black
Frame Material	Steel
Shrouds & Guards	Full frame
Frame Design	Off-set
Q Factor	155 mm / 6.1"
Crank Type	Forged steel 170 mm
Pedal Type	Dual-sided SPD & toe cage
Frame Stabilizer Bars	Oversized, hidden bolts & fixings
Protection Plates	Yes
Leveling Feet	4
Transport Wheels	2

DRIVE SYSTEM

Drivetrain	Flexonic belt
Drivetrain Gear Ratio	1:10

TECH SPECS

Overall Dimensions (L x W x H)	122.4 x 56.4 x 102.8 cm / 48.2" x 22.2" x 40.5"
Product Weight	55.2 kg / 121.6 lbs.
Max User Weight	158.75 kg / 350 lbs.




Advanced Ergonomics & Adjustments
The detail-oriented design of our Training Cycles begins with a narrow Q-factor that optimizes the position of the hips, knees and feet. Intuitive four-way adjustment with quick-touch operation and easy seat-tilt adjustment make customizing the cycle to each user's body virtually effortless.

Streamlined Service & Setup
The low-maintenance, well-protected rear flywheel design of our cycles includes a quick-release service panel, easily removable pedal cranks and clearly identifiable internal components to make service a breeze for heavy-use facilities.



- ▶ Two nylon strap handles standard
- ▶ Full shroud, 4mm thickness ABS virgin material, durable and eco friendly.
- ▶ Coated wire which can withstand 1400kg strength
- ▶ Two 150 lb. weight stacks
- ▶ 24 Exercise heights to accommodate a wide range of users and exercises.

CONTACT US

(239) 938-1461








www.CommFitnessProducts.com

5034 N Hiatus Rd, Sunrise, FL 33351

Sales@CommFitnessProducts.com

CommercialFitnessProducts

FT-AK-8A – Attachment Kit

	Triceps Rope
	Ankle Cuff
	Triceps Press Down V Bar
	Straight Bar
	Curl Bar
	Dual Cable Long Bar
	Cable Handles (2)



- ▶ Six exercises in one machine for a complete back and arm workout
- ▶ Height adjustable thigh pad/preacher curl pad with tightening pop pin for more stability.
- ▶ **2" x 4" flat oval tubing, 1/4" dia. 4000 pound cable and 4 1/2" pulleys for rugged durability.**
- ▶ Attractive Design * Highly Functional * User Friendly * Safe * Value Engineered

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- ▶ Rollers automatically adjust for greater ankle comfort.
- ▶ Lying Leg Curl position assists in protecting your lower back.
- ▶ One simple back adjustment makes this machine easy to use.
- ▶ 2" x 4" flat oval tubing, 1/4" dia. 4000 pound cable and 4 1/2" pulleys for rugged durability.
- ▶ The weight selector is on the right side of the user, safe and convenient.
- ▶ Full shroud, 4mm thickness ABS virgin material, strong and durable.
- ▶ Vinyl coated 7x19 steel cable can withstand 1400kg tension.
- ▶ Attractive Design * Highly Functional * User Friendly * Safe * Value Engineered

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- ▶ Counter balance design
- ▶ 8mm thick stainless-steel hook plate, 10.8 high strength bolt connection.
- ▶ Safety stops.
- ▶ Main frame adopts 75*118*3.0 semi elliptical pipe, functional area adopts 50*120*3.0 flat oval pipe, all pipes are Q235 qualified

CONTACT US

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XULT RUBBER GRIP PLATE

Made with high quality virgin rubber, our metal cores have a machined radius on the edges to eliminate internal sharp edges and cutting from within. Anchor notches and grooves are then cut into the iron and a proper bonding agent applied to allow a thick coating of rubber to permanently bond to the metal. 3 year limited warranty. Sold individually.

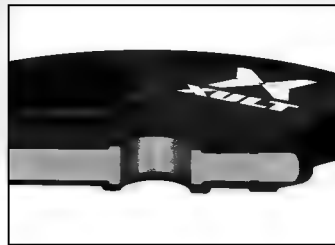
Sizes: 2.5, 5, 10, 25, 35 & 45 lbs

CUSTOM DESIGNS
AVAILABLE! ▶



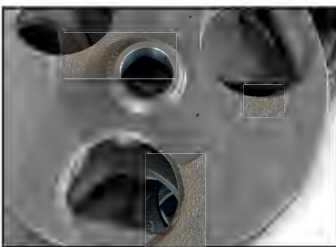
DESIGN

- Round, functional design with three comfortable handles
- Large easy to read numbers
- Plus/minus 2% tolerance of stated weight



COVERING

- Proprietary bonding agent
- Thick virgin rubber coating – no odor
- Will not fade or discolor
- Wear resistant matte textured surfaces
- Coated to center hole, no exposed center hub



CORE

- Machined radiuses to prevent damage to casing
- Sandblasted prior to covering for better adhesion



- ▶ Mainframe adopts 50*120*3.0 flat oval pipe All pipes are Q235 qualified
- ▶ Equipped with moving wheels and handle, easy and safe to move.
- ▶ High-density foam upholstery, "furniture grade" PU leather, and integral ABS guard cover.
- ▶ The seat can be adjusted automatically when you adjust the back angle

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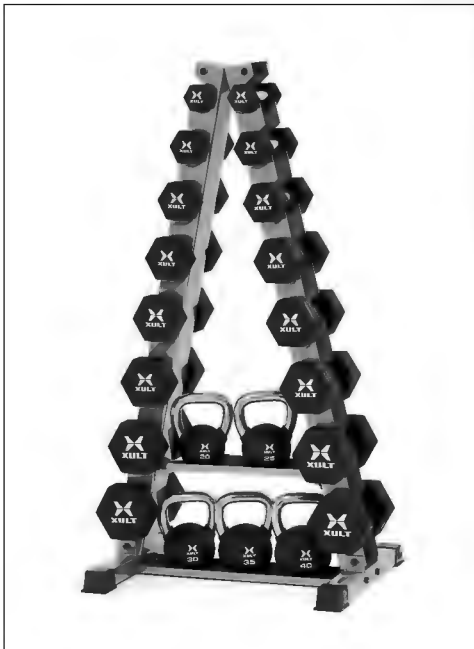
Sales@CommFitnessProducts.com

XT-AFRAME-DBKB-08

XULT A-FRAME DUMBBELL RACK WITH KETTLEBELL STORAGE

Make sure your dumbbells and kettlebells are out of the way and easy to access with an ultra-stable storage unit.

Warranty: 3 year limited warranty



FEATURES/BENEFITS

- Rack holds up to eight pairs of dumbbells
- Storage tray offers space-saving storage for up to five kettlebells
- Rubber feet provide excellent stability and protect flooring
- Measures 61.3"H x 25.5"W x 32"D
- Weight: 57 lbs.

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

XULT URETHANE HEX PLUS DUMBBELLS

Classic hex design prevents rolling on flat surfaces. 32 mm (5-50 lbs) or 35 mm (55-130 lbs) handles. Premium high-grade odorless urethane with a wear resistant matte textured surface is permanently bonded to the solid steel core. 5 year limited warranty.

Sizes: 5-130 lbs, 2.5 - 47.5 lbs

CUSTOM DESIGNS
AVAILABLE!



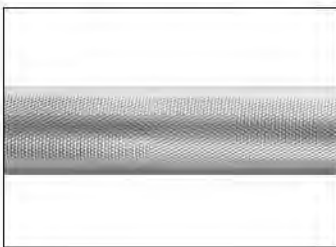
DESIGN

- Flat faces for balance
- Easy to read permanently bonded weight markings
- Plus/minus 2% tolerance of stated weight



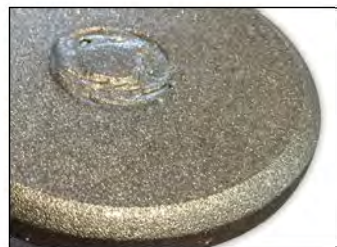
COVERING

- Proprietary bonding agent
- Thick high grade BASF™ urethane
- Wear resistant matte textured surface



HANDLE

- Durable industrial hard chrome with medium diamond knurling
- Straight, ergonomically correct handle
- Medium diamond knurling
- 32 mm diameter up to 50 lbs / 35 mm over 55 lbs



CORE

- Machined radiuses to prevent damage to casing
- Precision drilled solid steel heads ensure a tight straight fit
- Handles are 60 ton pressed fit into heads and welded for durability
- Sandblasted prior to covering for better adhesion

XULT CAST KETTLEBELLS

Help a wide range of users take part in dynamic strength-building exercises with a variety of durable, balanced kettlebells.

Warranty: 90 day limited warranty

Sizes: 5, 10, 15, 20, 25, 30, 35, 40, 45 and 50 lbs.



FEATURES/BENEFITS

- Available in a range of sizes from 5 lbs. to 50 lbs.
- Color coded by weight for easy selection
- Matte powder finish is smooth while providing excellent grip

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

SIZES

- 5 lb. Cast Kettlebell – XT-005CAST-KB
- 10 lb. Cast Kettlebell – XT-010CAST-KB
- 15 lb. Cast Kettlebell – XT-015CAST-KB
- 20 lb. Cast Kettlebell – XT-020CAST-KB
- 25 lb. Cast Kettlebell – XT-025CAST-KB
- 30 lb. Cast Kettlebell – XT-030CAST-KB
- 35 lb. Cast Kettlebell – XT-035CAST-KB
- 40 lb. Cast Kettlebell – XT-040CAST-KB
- 45 lb. Cast Kettlebell – XT-045CAST-KB
- 50 lb. Cast Kettlebell – XT-050CAST-KB

XT-MEDBALL-RACK-05

XULT MEDICINE BALL RACK (5 BALLS)

Keep medicine balls out of the way when not in use with a stable storage unit.

Warranty: 1 year limited warranty



FEATURES/BENEFITS

- Holds up to five medicine balls measuring 7.5"-11.25"
- Rubber feet provide excellent stability and protect flooring
- Measures 52.5"H x 11.2"W x 14"D
- Weight: 13.2 lbs.

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

XULT MEDICINE BALLS

Help users build core stability, balance and strength with durable medicine balls designed for hard use.

Warranty: 90 day limited warranty

Sizes: 2, 4, 6, 8, 10, 12, 15, 18, 20 and 25 lbs.



FEATURES/BENEFITS

- Available in 10 sizes from 2 lbs. to 25 lbs.
- Textured surface provides excellent grip for a range of exercises
- Adjustable air pressure provides different levels of bounce and firmness

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

SIZES

- 2 lb. Med Ball – XT-02-MEDBALL
- 4 lb. Med Ball – XT-04-MEDBALL
- 6 lb. Med Ball – XT-06-MEDBALL
- 8 lb. Med Ball – XT-08-MEDBALL
- 10 lb. Med Ball – XT-10-MEDBALL
- 12 lb. Med Ball – XT-12-MEDBALL
- 15 lb. Med Ball – XT-15-MEDBALL
- 18 lb. Med Ball – XT-18-MEDBALL
- 20 lb. Med Ball – XT-20-MEDBALL
- 25 lb. Med Ball – XT-25-MEDBALL

Athletix™ Equipment Cleaner

A unique alcohol-free product from Contec® designed to effectively clean exercise equipment prior to use.

No more handling of chemicals and inhaling obnoxious fumes! Put down the spray bottles and reach for a presaturated Athletix™ Equipment Cleaner wipe! Athletix Equipment Cleaner wipes are designed to make workouts cleaner and more enjoyable. Athletix Equipment Cleaner wipes allow your members to effectively remove sweat, body oils, and dirt left on exercise equipment by the prior user. Grab an Athletix Equipment Cleaner wipe, clean the equipment, and then simply toss the used wipe in the trash. This “one and you’re done” concept prevents many cross-contamination problems caused by multi-use cloth towels.

Athletix Equipment Cleaner wipes also relieve your employees from the chore of mixing chemicals and filling spray bottles. In short, Athletix Equipment Cleaner wipes result in clean equipment, happy club members, and more productive employees!



Equipment Cleaner

Safe for Equipment

- **Alcohol-Free Formulation** Contain no alcohol and are safe to use on vinyl, leather, chrome, rubber, foam grips, painted surfaces and electronic displays.
- **Avoids Damage** Eliminate product overspray from spray bottles, reducing the chance of damaging sensitive electronic components! Leading Equipment Manufacturer approved.

User Friendly

- **Quick and Easy** End the search for the spray bottle. Simply dispense one wipe, clean the exercise equipment, and toss the wipe in the trash.
- **Breathe Easier** Virtually odor-free formulation prevents inhaling of harmful fumes caused by spray bottle air-borne mist. And since they are alcohol-free, they will not leave hands dry and chapped.
- **Hassle Free** Loading and refilling the dispensers is easy and quick. The see-through dispenser makes it easy to see when a new roll is needed.

Now with
MORE wipes!

Athletix™ Equipment Cleaner Wipes

- 900-count roll of 9" x 6" wipes

Dispenser Options

- Wall-mounted dispenser with optional sign holder
- Equipment/Pole Attachment Kit
- Free-standing wire-form stand with optional sign holder
- Economical free-standing buckets with optional raised bucket stand
- Stainless steel floor stand



Athletix™ Wall-mounted Dispenser

This center pull, wall mounted wipe dispenser makes it easy to grab a wipe with just one hand. Durable and sturdy, this unit has no complicated moving parts and comes with mounting hardware. The simple center pull design eliminates needs for levers, dials, or cranks. The see-through, grey-colored dispenser allows your staff employees to see when the Athletix Equipment Cleaner wipes are running low. When time for refill, simply open the dispenser utilizing the permanently attached key. Follow the loading instructions on the bag, thread the wiper through the opening, close the door and go! Your users and members will appreciate the dispenser's easy access, making it convenient for them to help maintain your valuable equipment.

Wall-mounted Dispenser with anchor kit dimensions :
9.25" x 9.75" x 13.5 (23.5x 24.8 x 34.3 cm)



26 of 26



PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

10C



TREADMILLS – EACH TREADMILL REQUIRES-

NEMA 5-20 OUTLET

20AMP DEDICATED CIRCUIT

NOTE THE ANGLE OF THE PLUG IS NOT COMPATIBLE WITH RECESSED FLOOR OUTLETS. IF YOU HAVE RECESSED OUTLETS, PLEASE LET US KNOW AND ALTERNATIVE POWER CORDS CAN BE ORDERED.

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

10D

CommercialFitnessProducts

PREVENTATIVE MAINTENANCE PLAN

Under the following Terms and Conditions, Commercial Fitness Products (“CFP”) agrees, for the stated fees, to perform Preventative Maintenance Service for one (1) year from the effective date for Pacific Ace CDD (“Customer”).

The equipment that will receive the maintenance service has been listed by type, model, and serial number.

This custom plan has been specifically designed to fit the needs of the Customer. The equipment covered under this agreement will be routinely maintained in accordance with manufacturers’ recommendations. The maintenance provided will focus on increasing the life of Customer’s equipment, decreasing or eliminating downtime, and maintaining the equipment at peak performance.

Upon the first PM Visit under this Agreement, an initial inspection will be performed. A detailed Estimate of equipment in need of repair will be submitted for Customer’s approval. This estimate is provided at no charge. It is the Customer’s responsibility for equipment under contract to be brought up to proper working specifications. Customer warrants the listed equipment is in proper working order on the effective date of this Agreement.

Services to be performed under this PM Plan –

Routine PM Service

Each regularly scheduled preventative maintenance call shall include a complete function and safety inspection. Additionally, cleaning, lubrication, and mechanical adjustments determined as due by CFP will be performed. Cost of routine supply items required for preventative maintenance service is included herein. Any necessary repairs will be identified, and an estimate provided to the Customer for approval.

All service covered by this Agreement will be performed during CFP’s regular hours of 9:00 AM and 5:00 PM weekdays, excluding holidays. If emergency service is requested outside such regular hours, the CFP’s Emergency Rates prevail - \$125.00/Hour/Technician, plus Service Charge of \$125.00.

Repairs

If non-warranty repair is needed, CFP will use its best efforts to make such repairs as quickly as possible. The Customer can call during regular hours to speak to a Service Representative or email CFP at any time or day. The Customer will be given a course of action to resolve the problem or Customer will be scheduled for a service call. All Repairs Services are billed at discounted Labor Rates (as shown below) plus Parts.

Any non-PM related service during regular working hours will be billed at the following Discounted Rate for the term of this Agreement (regular Labor Rates for non-PM Customers @ \$90.00/Hour/Tech):

- **Labor Rate - \$80.00 per hour (1 Hour Minimum) – Per Technician**
- **Service Charge - \$80.00 Service (per trip)**

5034 N. Hiatus Road, Sunrise, FL 33351
P (954) 747-5128 F (954) 747-5131
www.commfitnessproducts.com

CommercialFitnessProducts

In the event a Technician is on site performing routine Preventative Maintenance and a repair service is required, the Discounted Labor Rate (\$80.00/Hour) will apply, but the \$80.00 Service Charge will not be charged. All repairs, including Diagnostic Service Calls, are billed with a (1) one-hour minimum charge. After the initial first hour, labor will be billed in half (1/2) hour increments.

All repair labor, parts and service charges shall be invoiced as Net 30 Days.

Estimate –

A written Estimate will be presented for each billable part, accessory, or supplies, and/or labor. The Estimate must be approved by Customer prior to CFP – a.) ordering the part, b.) scheduling service call.

Service Request –

Service Requests must be made in writing by the individual Property Manager or a staff member authorized to make such a request. Service Requests must include all pertinent information related to the machine and its reported issue. Essential information required for timely repair include – identifying the machine by make/model/serial #, and a description of the problem.

Repairs necessitated by casualty, acts of God (unforeseen, naturally occurring events that were unavoidable), voltage aberrations (high or low spikes in electricity to the product), abuse (misuse of product, vandalism, or any act which harms the product in any way), or negligence, are not covered by this agreement but will be provided at Servicer's hourly rate(s) plus parts.

Repair calls requested as a result of "User Error", in which no actual repair is required, will be billed at the CFP's PM Customer's 1 Hour Labor Rate of \$80.00, plus Service Charge of \$80.00.

Warranty

All Repair Service done by CFP will be warranted for ninety (90) days from service date. Parts used for the repair will be covered under the parts supplier or manufacturer's specific warranty period.

All required Parts not covered by CFP's warranty will be billed at CFP's current Preferred Customer discounted price plus shipping charges.

Governing/Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. In the event of any dispute, the parties shall retain all rights and remedies available to them by law. In the event there shall be any litigation between parties, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, including any associated fees and court costs.

5034 N. Hiatus Road, Sunrise, FL 33351
P (954) 747-5128 F (954) 747-5131
www.commfitnessproducts.com

CommercialFitnessProducts

Payment

Payment Terms are “Net 30 Days”. All unpaid balances under this agreement shall bear interest at the rate of 1.5% per month, simple interest, in the event that such invoice is not paid within thirty (30) days from date service is rendered.

If Customer requires an internal Purchase Order, or other such documentation, be generated internally, for any expense, including service labor or parts, Customer must inform CFP of this policy, and the procedure for submitting Invoices, prior to executing this agreement.

Insurance. Indemnification

CFP, at its sole cost and expense, shall provide and keep in force insurance coverages for – Workman’s Compensation, Comprehensive General Liability, Comprehensive Automobile Liability.

It is understood and agreed that this is a service & maintenance agreement only, and that under this plan, Servicer will be performing routine Preventative Maintenance procedures. CFP shall have no liability arising out of, or in connection with personal injury or property damage resulting from the use of the equipment by any person on the premises in which the equipment is located. Customer agrees to indemnify and hold CFP, its directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, costs, damages, liabilities and expenses, including attorney’s fees.

This Agreement shall not be construed as an assumption by Servicer of any risk of loss or liability due to the undersigned’s failure to routinely inspect, or negligent inspection of, the equipment by its own staff. CFP shall not be responsible to any third party or ultimate user for harm caused by continued use of equipment and/or parts that are deemed unsafe by CFP

Cancellation

Either party may cancel at any time for any reason provided a written notice has been received thirty (30) days prior to the next scheduled call. Customer shall render payment on any outstanding invoices within five (5) business days preceding cancellation of services.

Agreement

This agreement may not be amended except in writing, agreed to and signed by both parties.

Renewal

The agreement will automatically be renewed at the end of each term unless otherwise notified by the Customer. CFP will provide an agreement document with updated contract dates upon request. Invoices will be generated automatically after the first renewal PM service visit.

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Commercial**Fitness**Products

SUMMARY

\$900.00/Year (\$225.00/Visit) Plus Sales Tax; Total # of PM Visits: 4 visits per year

Property Name: Pacific Ace CDD

Property Address: Sanctuary Drive, Clermont, FL 34714

Email: OTrujillo@empirehoa.com

Contact: Oscar Trujullio Contact Phone: 407-770-1748

 Signature: _____ Title: _____

Customer Contact expressly warrants and represents that he/she has the authority and right to enter into this Agreement.

Terms: _____

Effective Date: TBD Ending Date: TBD

CFP Approval Signature: Lori Main Date: 4.9.24

Explanation of Services:

During each preventative maintenance visit, all equipment covered under this agreement will be:

- ✓ Inspected for safety & proper function
- ✓ Cleaned
- ✓ Lubricated
- ✓ Adjusted in accordance with manufacturers' specifications
- ✓ Parts & Repair Estimate provided as needed.

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www.commfitnessproducts.com

CommercialFitnessProducts

Equipment Covered:

QTY	BRAND	DESCRIPTION	MODEL #	SERIAL #
2	Matrix	Treadmills		
2	Matrix	Ellipticals		
1	Matrix	Climbmill		
1	Matrix	Recumbent Bikes		
1	Matrix	Spin Bike		
1	TBD	Functional Trainer		
1	TBD	Lat PD/Row		
1	TBD	Leg E/C		
1	TBD	Smith Machine		
2	TBD	Benches		

Scheduled Maintenance (Frequency: 6x/Year)

MAY	NOVEMBER
JUNE	DECEMBER
JULY	JANUARY
AUGUST	FEBRUARY
SEPTEMBER	MARCH
OCTOBER	APRIL

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www.commfitnessproducts.com

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

10E



PROPOSAL

6221 Topaz Ct, Fort Myers, FL 33966

Office: 239-938-1461

Cell: 239-633-5719

Email: lori@commfitnessproducts.com

Fax: 239-938-1462

PROPOSAL # L240411-F

Date: Apr 10, 2024

Expiration Date: 5/9/2024

BILL TO: Pacific Ace CDD
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

SHIP TO: Pacific Ace CDD
Sanctuary Drive
Clermont, FL 34714

ATN Oscar Trujillo
Phone (407) 770-1748
Email OTrujillo@empirehoa.com

ATN Oscar Trujillo
Phone (407) 770-1748
Email OTrujillo@empirehoa.com

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Lori Main	Will Advise	Best Way	Origin	Prepay with Order	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
768	FLROLLS	Surfaces360 Pro Series Rolled Rubber Flooring - with Standard color fleck, 8mm thick Color Fleck Options - Gray, Blue, Gray/Blue, Red, Tan, Green, Yellow <i>Cardio Room - 6 rolls @ 32'</i>	\$3.25	\$2,496.00
2	CPC-5G	CPC Rolled Rubber Flooring Glue (Approx coverage 450SF each)	\$329.00	\$658.00
1	Inside Delivery	Inside Delivery Service - material delivery only (CFP does not provide flooring Installation Services)	\$400.00	\$400.00
	INSTALLATION	CFP DOES NOT OFFER INSTALLATION. THIS PROPOSAL DOES NOT INCLUDE INSTALLATION		

<i>Frame Color</i>	Standard Silver
<i>Upholstery Color</i>	Standard Black
<i>Notes</i>	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$3,554.00
State Tax	\$0.00
Freight	\$668.90
Grand Total	\$4,222.90

Lead Times

Due to global supply chain disruption, lead times may be extended. For current lead times, contact your CFP representative.

For Delivery Staff

Date:	Amount Collected:	Check No.:
Received By: (Print Name and Sign)		

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package. Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty:Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty:Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts.1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor



Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:
Commercial Fitness Products, Inc.
Fed-Ex, UPS, USPS etc.
Commercial Fitness Products, Inc.
5034 N Hiatus Rd
Sunrise, FL 33351

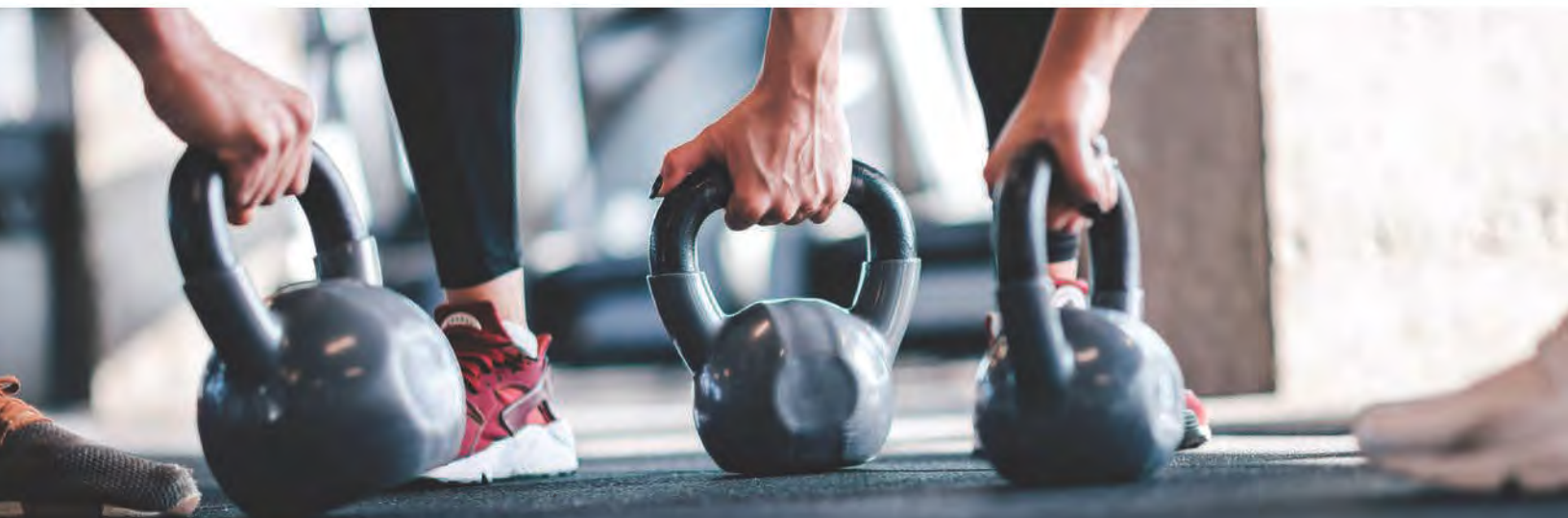
Wire Transfer Bank Information Available
Upon Request.

Proposal # : L240411-F
Proposal Amount: \$4,222.90
Payment Terms: Prepay with Order
Deposit Amount: \$4,222.90
Balance: \$0.00
Signature _____
Print Name: _____
Facility Name: _____
Date of Acceptance: _____



SURFACES360[®]

F L O O R I N G

The logo graphic consists of a stylized globe or sphere with three curved, leaf-like shapes in grey, black, and orange-red colors curving around it.

Surfaces-360.com

Product is available Nationwide



100
Solid Black



101
Gray Fleck



102
Blue Fleck



103
Blue/Gray Fleck



104
Tan Fleck



105
Brick Red Fleck



106
Green Fleck



107
Yellow Fleck



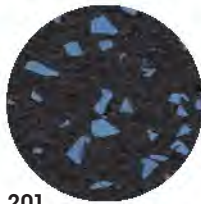
109
Bright Red Fleck



110
Purple Fleck



200
Gray Fleck



201
Blue Fleck



202
Bright Red Fleck



203
Brown/Tan Fleck



205
White Fleck



207
Orange Fleck



208
Blue/Blue Fleck



209
Gold Fleck

RECYCLED ROLL RUBBER FLOORING (4' wide; 25', 50' & custom lengths)

Part Number	Description	Standard Thickness
100	Solid Black	1/4", 5/16", 3/8", 1/2"

PRO SERIES

101	Gray Fleck	1/4", 5/16", 3/8", 1/2"
102	Blue Fleck	1/4", 5/16", 3/8", 1/2"
103	Gray/Blue Fleck	5/16", 3/8", 1/2"
104	Tan Fleck	5/16", 3/8"
105	Brick Red Fleck	5/16", 3/8"
106	Green Fleck	3/8"
107	Yellow Fleck	3/8"
109	Bright Red Fleck	5/16", 3/8", 1/2"
110	Purple Fleck	3/8"

ALL STAR SERIES

200	Gray Fleck	3/8"
201	Blue Fleck	3/8"
202	Bright Red Fleck	3/8"
203	Brown/Tan Fleck	3/8"
205	White Fleck	3/8"
207	Orange Fleck	3/8"
208	Blue/Blue Fleck	3/8"
209	Gold Fleck	3/8"

Weight Chart	
1/4"	= 1.3lbs. SqFt
5/16"	= 1.7lbs. SqFt
3/8"	= 2.0lbs. SqFt
1/2"	= 2.67lbs. SqFt

CONFETTI

910	Confetti	1/4", 5/16"
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INTERLOCKING TILES (24" x 24" x 3/8")

Part Number	Description	Available Pattern
ILT 100	Black Puzzle	Center, Corner, Border
ILT 101	Gray Puzzle	Center, Corner, Border
ILT 102	Blue Puzzle	Center, Corner, Border
ILT 104	Tan Puzzle	Center, Corner, Border
ILT 105	Brick Red Puzzle	Center, Corner, Border
ILT 910	Confetti Puzzle	Center Only (23" x 23" x 1/4" & 5/16")

One Inch Tiles (24" x 24")

GTile 100	All Black	
GTile 101	Gray	
GTile 102	Blue	
GTile 103	Blue/Gray	
GTile 104	Tan	
GTile 109	Bright Red	
Dowel	Dowels (6 per tile)	
Black Reducer	Black	1"x4"x48"
Reducer	Fleck Color	1"x4"x48"
ADA Ramp	Black	1"x12"x48"



Product is available Nationwide

Product Performance Data

Interlocking Tiles	ILT	3/8"
Rolls	Pro, All Star, *Confetti	*1/4", *5/16", 3/8", 1/2"
Density	ASTM D3676	60 pcf – 80 pcf
Hardness	ASTM D2240 (Shore A)	60 +/- 5
Tear Strength	ASTM D624	70 pli min – 80 pli min
Elongation	ASTM D412	>145% – 300%
Tensile Strength	ASTM D412	200 PSI – >220 PSI
Flexibility	ASTM F137	¼" Mandrel Pass
Resistance to Chemicals	ASTM F925	No change
Force Reduction	ASTM F2772	12.9% – 13.7%
Energy Restitution	ASTM F2772	85% – 86%
Abrasion Resistance	ASTM D3389	<1.7g, 1000 cycles
Static Load Limit	ASTM F970	0.001" @ 250 PSI
Coefficient of Friction	ASTM D2047	>0.95
Slip Resistance	ASTM F2772	Pass
Pill Test	ASTM D2859	Pass
VOC Compliant	ASTM D5116 / CA 1350	Yes
LEED Qualification	Qualifies for Material and Resources Credit	
Rolling Load	EN1569	Pass
Resistance to Impact	EN1517	14 N/m
Resistance to Indentation	EN1516	0.1mm
Vertical Deformation	ASTM F2772	1.4mm
Environmental Product Declaration	ISO14025 / UL Environmental	Doc. #: -101047-4150





Product Performance Data

One Inch Tiles

GLT

Product Form Dimensions:	Standard Tile Dimensions	24" X 24" x 1"
	Standard Tile Weight	18 lbs. per tile
	Standard Reducer Dimensions	1" X 4" x 48"
	Standard Reducer Weight	4 lbs. per reducer
	ADA Reducer Dimensions	1" x 12" x 48"
	ADA Reducer Weight	14 lbs. per reducer
Density	ASTM D3676	(top layer) 65 - 80 pcf (depends on surface color)
Hardness	ASTM D2240 (Shore A)	65 +/- 5
Tear Strength	ASTM D624	70 pli min
Elongation	ASTM D412	> 150%
Tensile Strength	ASTM D412	> 200 PSI
Resistance to Chemicals	ASTM F925	No Change
Coefficient of Friction	ASTM D2047	> 0.95
Impact Insulation Class (IIC)	ASTM E492	STC: > 54 IIC: > 57 Δ IIC: > 27
Critical Radiant Flux	ASTM E648	Class II
Force Reduction	ASTM F2772	< 50%
LEED Qualification	Qualifies for Material and Resources Credit	

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 212,072	\$ -	\$ -	\$ 212,072
Investments				
Revenue	-	268,191	-	268,191
Reserve	-	127,487	-	127,487
Capitalized interest	-	3	-	3
Construction	-	-	581,088	581,088
Due from Landowner	30,625	-	-	30,625
Total assets	<u>\$ 242,697</u>	<u>\$ 395,681</u>	<u>\$ 581,088</u>	<u>\$ 1,219,466</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,438	\$ -	\$ -	\$ 1,438
Due to Landowner	3	9,011	-	9,014
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>7,441</u>	<u>9,011</u>	<u>-</u>	<u>16,452</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	30,625	-	-	30,625
Total deferred inflows of resources	<u>30,625</u>	<u>-</u>	<u>-</u>	<u>30,625</u>
Fund balances:				
Restricted for:				
Debt service	-	386,670	-	386,670
Capital projects	-	-	581,088	581,088
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	203,666	-	-	203,666
Total fund balances	<u>204,631</u>	<u>386,670</u>	<u>581,088</u>	<u>1,172,389</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 242,697</u>	<u>\$ 395,681</u>	<u>\$ 581,088</u>	<u>\$ 1,219,466</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 208,576	\$ 212,007	98%
Lot Closing assessments	3,274	11,275	-	N/A
Landowner contribution	-	33,254	313,164	11%
Total revenues	<u>3,274</u>	<u>253,105</u>	<u>525,171</u>	48%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	-	6,035	15,000	40%
Engineering	-	-	3,000	0%
Audit*	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	500	1,000	50%
Trustee*	-	-	5,000	0%
Telephone	17	100	200	50%
Postage	11	84	500	17%
Printing & binding	42	250	500	50%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	4,589	11,457	6,500	176%
Contingencies/bank charges	94	2,434	500	487%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>8,836</u>	<u>45,950</u>	<u>89,040</u>	52%
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	2,745	16,470	32,940	50%
Postage	-	-	500	0%
Office supplies/printing binding	-	-	2,250	0%
General administrative	-	-	2,250	0%
Grounds/building maintenance				
General maintenance	-	2,432	5,000	49%
Irrigation repairs	6,284	7,334	3,500	210%
Landscape contract	10,000	41,433	85,000	49%
Landscape extras - replacement, mulch, annuals	-	-	20,000	0%
Tree trimming	-	-	2,500	0%
Pressure washing	-	-	4,000	0%
Aquatic maintenance/monitoring	1,614	8,886	14,000	63%
Fence/wall/lighting repairs	-	-	2,000	0%

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

	Current Month	Year to Date	Budget	% of Budget
Operations and Maintenance (continued)				
Recreational - amenity				
Insurance amenity	-	-	4,500	0%
Facility management	-	-	22,000	0%
Office supplies/operating supplies	-	-	700	0%
Special events	-	-	3,000	0%
Holiday decorations	-	1,986	3,000	66%
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	-	-	4,500	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	-	-	6,000	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)	-	-	4,000	0%
Fitness equipment repairs	-	-	1,200	0%
Termite bond/pest control	-	-	1,400	0%
Security				
Alarm monitoring	-	-	1,000	0%
Electronic access cards	-	-	700	0%
Surveillance services	-	-	2,400	0%
Maintenance	-	-	5,000	0%
ASCAP/BMI licenses	-	-	950	0%
Utilities				
Electric - common areas/irrigation meters	105	105	4,800	2%
Electric - lift station	-	-	3,600	0%
Electric - street lights	386	3,967	15,000	26%
Irrigation - common areas	113	774	40,000	2%
Total field operations	<u>21,247</u>	<u>83,387</u>	<u>403,340</u>	21%
Other fees & charges				
Tax collector	-	4,170	6,625	63%
Total other fees & charges	-	<u>4,170</u>	<u>6,625</u>	63%
Total expenditures	<u>30,083</u>	<u>133,507</u>	<u>499,005</u>	27%
Excess/(deficiency) of revenues over/(under) expenditures	(26,809)	119,598	26,166	

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Fund balances - beginning	231,440	85,033	1,930	
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	<u>203,666</u>	<u>203,666</u>	<u>27,131</u>	
Fund balances - ending	<u>\$ 204,631</u>	<u>\$ 204,631</u>	<u>\$ 28,096</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 MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 259,188	\$ 263,200	98%
Interest	1,390	5,581	-	N/A
Total revenues	<u>1,390</u>	<u>264,769</u>	<u>263,200</u>	101%
EXPENDITURES				
Debt service				
Principal	-	-	80,000	0%
Interest	-	86,658	173,316	50%
Total debt service	<u>-</u>	<u>86,658</u>	<u>253,316</u>	34%
Other fees & charges				
Tax collector	-	5,182	8,225	63%
Total other fees and charges	<u>-</u>	<u>5,182</u>	<u>8,225</u>	63%
Total expenditures	<u>-</u>	<u>91,840</u>	<u>261,541</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	1,390	172,929	1,659	10424%
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(498)</u>	<u>(3,147)</u>	-	N/A
Total other financing sources	<u>(498)</u>	<u>(3,147)</u>	-	N/A
Net change in fund balances	892	169,782	1,659	
Fund balances - beginning	385,778	216,888	215,297	
Fund balances - ending	<u>\$ 386,670</u>	<u>\$ 386,670</u>	<u>\$ 216,956</u>	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,260	\$ 14,134
Total revenues	2,260	14,134
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2,260	14,134
OTHER FINANCING SOURCES/(USES)		
Transfer in	498	3,147
Total other financing sources/(uses)	498	3,147
Net change in fund balances	2,758	17,281
Fund balances - beginning	578,330	563,807
Fund balances - ending	\$ 581,088	\$ 581,088

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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 Regular Meeting on March 27, 2024, at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711.

Present:

Steve McConn	Chair
Casey Dare	Assistant Secretary
Paul Thomas	Assistant Secretary

Also present:

Kristen Suit	District Manager
Lauren Gentry (via telephone)	District Counsel
Mary Grace Henley (via telephone)	Kilinski Van Wyk PLLC
Jorge Miranda (via telephone)	Empire Management
Oscar Trujillo	Empire Management
Aaron Reid	Supervisor-Appointee
Steven White	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 2:02 p.m. Supervisors McConn, Dare and Thomas were present. Supervisors Harvey and Crawford were absent. She noted that the Oath of Office was administered to Mr. Thomas prior to the meeting for the purpose of establishing a quorum.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Paul Thomas [Seat 5] (the following will also be provided in a separate package)

- 40 A. Required Ethics Training and Disclosure Filing
- 41 • Sample Form 1 2023/Instructions
- 42 B. Membership, Obligations and Responsibilities
- 43 C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
- 44 D. Form 8B – Memorandum of Voting Conflict for County, Municipal and other Local
- 45 Public Officers

46 This item was addressing during the First Order of Business.

47

48 **FOURTH ORDER OF BUSINESS** **Acceptance of Resignation of Chad Harvey**
 49 **[Seat 2]**

50
51 Ms. Suit presented Mr. Chad Harvey’s resignation.

52

53 **On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the**
 54 **resignation of Mr. Chad Harvey from Seat 2, was accepted.**

55

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57 **FIFTH ORDER OF BUSINESS** **Consider Appointment to Fill Unexpired**
 58 **Term of Seat 2; Term Expires November**
 59 **2024**

60
61 Mr. McConn nominated Mr. Aaron Reid to fill Seat 2. No other nominations were made.

62

63 **On MOTION by Mr. McConn and seconded by Mr. Thomas, with all in favor,**
 64 **the appointment of Mr. Aaron Reid to Seat 2, was approved.**

65

66

- 67 • Administration of Oath of Office

68 Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of
69 Office to Mr. Aaron Reid.

70

71 **SIXTH ORDER OF BUSINESS** **Acceptance of Resignation of Paul Thomas**
 72 **[Seat 5]**

73
74 Ms. Suit presented Mr. Paul Thomas’ resignation.

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On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the resignation of Mr. Paul Thomas from Seat 5, was accepted.

SEVENTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 5; Term Expires November 2024

Mr. McConn nominated Mr. Stephen White to fill Seat 5. No other nominations were made.

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the appointment of Mr. Stephen White to Seat 5, was approved.

• Administration of Oath of Office

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Stephen White.

EIGHTH ORDER OF BUSINESS

Acceptance of Resignation of Bill Crawford [Seat 3]

Ms. Suit presented Mr. Bill Crawford’s resignation.

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the resignation of Mr. Bill Crawford from Seat 3, was accepted.

NINTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2026

• Administration of Oath of Office

This item was deferred.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Appointing and Removing Officers of the District, and Providing for an Effective Date

114
115 Ms. Suit presented Resolution 2024-04. Mr. McConn nominated the following slate:

- 116 Chair Stephen McConn
- 117 Vice Chair Casey Dare
- 118 Assistant Secretary Steve White
- 119 Assistant Secretary Aaron Reid

120 No other nominations were made. This Resolution removes Chad Harvey, Paul Thomas
121 and Bill Crawford from the Board. Prior appointments by the Board for Secretary, Treasurer,
122 Assistant Treasurer and Assistant Secretary Kristen Suit remain unaffected by this Resolution.

123
124 **On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor,**
125 **Resolution 2024-04, Appointing, as nominated, and Removing Officers of the**
126 **District, and Providing for an Effective Date, was adopted.**

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129 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-03, To**
130 **Designate the Date, Time and Place of a**
131 **Public Hearing and Authorization to**
132 **Publish Notice of Such Hearing for the**
133 **Purpose of Adopting Amended and**
134 **Restated Rules of Procedure and Amenity**
135 **Rules, Rates, and Disciplinary Rule; and**
136 **Providing an Effective Date**
137

138 Ms. Suit presented Resolution 2024-03. Minor revisions are still being made; all
139 documents will be in final form prior to adoption at the next meeting. She received
140 confirmation on the Amenity Rates, as follows

141	Annual Non-Resident User Fee	\$2,500
142	Replacement Access Card	\$50
143	Clubhouse Rental	\$100

- 144 **A. Amended and Restated Rules of Procedure**
- 145 **B. Draft Amenity Policies and Rates**
- 146 **C. Notice of Rules Development and Rulemaking**

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On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, Resolution 2024-03, To Designate May 22, 2024, at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711, as the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure and Amenity Rules, Rates, and Disciplinary Rule; and Providing an Effective Date, was adopted.

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TWELFTH ORDER OF BUSINESS

Consideration of Amenity Area Proposals

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Ms. Suit presented the following:

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A. Pool Maintenance Services

161

I. Arinton

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II. Resort Pool Services

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On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the Resort Pool Services proposal, in the amount of \$22,200 annually, was approved.

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B. Janitorial Services

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I. Brabham’s Cleaning Solutions Inc.

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II. Clean Star Services of Central Florida Inc.

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On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the Clean Star Services of Central Florida Inc. proposal for Janitorial Services, was approved.

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THIRTEENTH ORDER OF BUSINESS

Consideration of Acquisition Package for Phase 1 Real Property and Phase 2 Real Property and Improvements

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Ms. Suit presented the Acquisition Package for Phase 1 Real Property and Phase 2 Real Property and Improvements. Ms. Gentry recommended approval, in substantial form.

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On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the Acquisition Package for Phase 1 Real Property and Phase 2 Real Property and Improvements, in substantial form, was approved.

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FOURTEENTH ORDER OF BUSINESS **Consideration of Proposals for Snakes and Alligator Signs**

Ms. Suit presented the proposals for 40 additional snakes and alligator signs.

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the Signage Plus Proposal for 40 “Snakes and Alligator” signs, in a not-to-exceed amount of \$8,800, was approved.

FIFTEENTH ORDER OF BUSINESS **Discussion: Use of CDD Property for Events (CDD, HOA & Resident Events)**

Ms. Suit stated a question arose regarding the use of CDD property for events. It was noted that the HOA does not have common areas but the CDD does. Ms. Gentry stated CDDs oftentimes grant HOAs an ongoing license agreement to use CDD property for events. A Board Member stated the details must be determined. Mr. Miranda and Mr. Trujillo will draft a summary and a recommendation for presentation at the next meeting.

This item was tabled to the April meeting.

SIXTEENTH ORDER OF BUSINESS **Ratification Items**

- A. Petition for Consent to Exercise of Special Powers**
- B. Meadowbrook Acres of South-Central Florida, Inc. Items**
 - I. Work Authorization for Irrigation Clock Replacement**
 - II. Landscape Maintenance Services Agreement [Phases 1-4, Does Not Include Amenity]**
 - III. Aquatic Weed Control, Inc. Aquatic Management Services Agreement**

On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the Petition for Consent to Exercise of Special Powers and the Meadowbrook Acres of South-Central Florida, Inc. Work Authorization for Irrigation Clock Replacement, Landscape Maintenance Services Agreement for Phases 1-4 that does not include the amenity and the Aquatic Weed Control, Inc. Aquatic Management Services Agreement, were ratified.

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 225 SEVENTEENTH ORDER OF BUSINESS Acceptance of Unaudited Financial
 226 Statements as of February 29, 2024
 227

228 **On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the**
 229 **Unaudited Financial Statements as of February 29, 2024, were accepted.**

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 231
 232 EIGHTEENTH ORDER OF BUSINESS Approval of January 24, 2024 Regular
 233 Meeting Minutes
 234

235 **On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the**
 236 **January 24, 2024 Regular Meeting Minutes, as presented, were approved.**

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 238
 239 NINETEENTH ORDER OF BUSINESS Staff Reports
 240

- 241 A. District Counsel: Kilinski | Van Wyk PLLC
 242 B. District Engineer: Heidt Design, LLC
 243 There were no reports from District Counsel or the District Engineer.

- 244 C. District Manager: Wrathell, Hunt and Associates, LLC
 245 • NEXT MEETING DATE: April 24, 2024 at 2:00 PM.
 246 ○ QUORUM CHECK

247
 248 TWENTIETH ORDER OF BUSINESS Board Members' Comments/Requests
 249
 250 There were no Board Members comments or requests.

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 252 TWENTY-FIRST ORDER OF BUSINESS Public Comments
 253
 254 No members of the public spoke.

255
 256 TWENTY-SECOND ORDER OF BUSINESS Adjournment

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 258 **On MOTION by Mr. McConn and seconded by Mr. Dare, with all in favor, the**
 259 **meeting adjourned at 2:24 p.m.**

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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 2023/2024 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2023* CANCELED	Regular Meeting	2:00 PM
January 24, 2024	Regular Meeting	2:00 PM
February 28, 2024 CANCELED	Regular Meeting	2:00 PM
March 27, 2024	Regular Meeting	2:00 PM
April 24, 2024	Regular Meeting	2:00 PM
May 22, 2024	Regular Meeting	2:00 PM
June 26, 2024	Regular Meeting	2:00 PM
July 24, 2024	Regular Meeting	2:00 PM
August 28, 2024	Regular Meeting	2:00 PM
September 25, 2024	Regular Meeting	2:00 PM

***Exception**

Location is to be determined.