

PACIFIC ACE

**COMMUNITY DEVELOPMENT
DISTRICT**

September 18, 2025

BOARD OF SUPERVISORS

PUBLIC HEARING

AND 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

September 11, 2025

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 Public Hearing and Regular Meeting on September 18, 2025 at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-14, Relating to the Annual Appropriations and Adopting the Amended Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Further Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law
 - A. Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2025-15, Confirming a Prior Determination of Benefit and Imposing Additional Special Assessments for Fiscal Year 2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Amended Assessment Roll; Providing for Further Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Amended and Restated Fiscal Year 2026 Budget Deficit Funding Agreement
6. Consideration of Proposals in Response to RFP for Landscape & Irrigation Maintenance Services
 - A. Respondents
 - I. Evergreen Outdoor Service, LLC
 - II. Floralawn

ATTENDEES:

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

- III. Prince & Sons, Inc.
 - B. Bid Summary
 - C. Award of Contract
- 7. Consideration of FY2026 Property Maintenance Schedule
- 8. Consideration of Poulos & Bennett, LLC Proposal for Professional Civil Engineering Services/Work Authorization No. 4 [Maintenance Map]
- 9. Discussion: Duke Energy One, Inc. Lighting Services Agreement 25049DE1F
- 10. Acceptance of Unaudited Financial Statements as of July 31, 2025
- 11. Approval of July 17, 2025 Public Hearings and Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. Property Manager: *Empire Management*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: October 16, 2025 at 2:00 PM
 - QUORUM CHECK
- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

SEAT 1	STEPHEN McCONN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	SUSAN CARTER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JEFF MYERS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	CASEY DARE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	STEVE WHITE	☐ IN PERSON	☐ PHONE	☐ NO

If you should have any questions or concerns, please do not hesitate to contact me directly at (813) 728-6062.

Sincerely,
Jordan Lansford
 Jordan Lansford
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 236 6447

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-14

AMENDED ANNUAL APPROPRIATION RESOLUTION OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE AMENDED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING FURTHER BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2025, submitted to the Board of Supervisors ("**Board**") of the Pacific Ace Community Development District ("**District**") a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two (2) days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, following the duly noticed public hearing on July 17, 2025, the Board adopted Resolution 2025-11, which, among other things, adopted the budget for Fiscal Year 2026, as amended by the Board, in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, following a subsequent duly noticed public hearing on September 18, 2025, the Board adopted an amended assessment roll to reflect additional assessments to be certified to the Lake County Tax Collector pursuant to the Uniform Method, such assessments reflecting unpaid and delinquent assessments that remain due for Fiscal Year 2025 (October 1, 2024 to September 30, 2025) ("**Outstanding Assessments**"); and

WHEREAS, the Board now desires to adopt this Amended Appropriation Resolution and the amended budget attached hereto as **Exhibit A (“Amended Budget”)**, to reflect changes as a result of the proceedings related to the Outstanding Assessments.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Amended Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Amended Budget, attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Amended Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Amended Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Amended Budget for the Pacific Ace Community Development District for the Fiscal Year Ending September 30, 2026.”
- d. The Amended Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026, the sum of \$1,794,600 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$932,186
DEBT SERVICE FUND – SERIES 2022 BONDS	\$263,200
DEBT SERVICE FUND – SERIES 2024 BONDS	\$599,214
TOTAL ALL FUNDS	\$1,794,600

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2026 or within sixty (60) days following the end of the Fiscal Year 2026 may further amend its Amended Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 18TH DAY OF SEPTEMBER, 2025.

ATTEST:

**PACIFIC ACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Amended Budget for Fiscal Year 2026

Exhibit A: Amended Budget for Fiscal Year 2026

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2026**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
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**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Adopted Budget FY 2026	Change	Amended Budget FY 2026
REVENUES			
Assessment levy: on-roll - gross	\$ 778,560	\$ -	\$ 778,560
Assessment levy: on-roll delinquent FY 25	-	33,103	33,103
Allowable discounts (4%)	(31,142)	(1,325)	(32,467)
Assessment levy: on-roll - net	747,418	31,778	779,196
Assessment levy: off-roll	19,762	-	19,762
Landowner contribution	133,227	1	133,228
Total revenues	900,407	31,779	932,186
EXPENDITURES			
Professional & administrative			
Supervisors	1,000	-	1,000
Management/accounting/recording	48,000	-	48,000
Legal	35,000	-	35,000
Engineering	3,000	-	3,000
Audit	5,500	-	5,500
Arbitrage rebate calculation	750	-	750
Dissemination agent	2,000	-	2,000
Trustee	5,000	-	5,000
Telephone	200	-	200
Postage	500	-	500
Printing & binding	500	-	500
Legal advertising	1,500	-	1,500
Annual special district fee	175	-	175
Insurance	6,500	-	6,500
Contingencies/bank charges	750	-	750
Meeting room rental	2,000	-	2,000
Website hosting & maintenance	705	-	705
Website ADA compliance	210	-	210
Tax collector	23,357	993	24,350
Total professional & administrative	136,647	993	137,640
Operations and maintenance			
Management and administration			
O&M accounting services	5,500	-	5,500
Insurance (property coverage only)	40,000	-	40,000
Management services	47,380	-	47,380
Grounds/building maintenance			
General maintenance common area	10,000	-	10,000
Irrigation repairs	5,000	-	5,000
Well/pump maintenance repair	5,000	-	5,000
Landscape contract	190,680	-	190,680
Landscaping extras - replacement, mulch, annuals	27,500	-	27,500
Tree trimming	2,500	-	2,500
Pressure washing	5,000	-	5,000
Aquatic maintenance/monitoring	24,500	-	24,500
Fence/wall/lighting repairs	3,000	-	3,000

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Adopted Budget FY 2026	Change	Amended Budget FY 2026
Operations and maintenance (continued)			
Recreational - amenity			
Electric - amenity	10,000	-	10,000
Domestic water/sewer - amenity	12,000	-	12,000
Irrigation reclaimed - amenity	7,000	-	7,000
Telephone/cable/internet - amenity	3,000	-	3,000
Clubhouse general maintenance	4,500	-	4,500
Playground maintenance/repair/mulch	4,500	-	4,500
Pool permits/licenses	800	-	800
Pool service contract	23,000	-	23,000
Pool and splash pad repairs/maintenance	4,500	-	4,500
Janitorial service contract	22,000	-	22,000
Pet station service contract	14,000	-	14,000
Landscape amenity seasonal (annuals & mulch)	5,000	-	5,000
Landscape contingency	10,000	-	10,000
Fitness equipment lease and repairs	40,000	-	40,000
Termite bond/pest control	1,400	-	1,400
Security		-	
Surveillance services/alarm monitoring	28,000	-	28,000
Electronic access cards	1,000	-	1,000
Utilities			
Electric - common areas/irrigation meters/well pumps	3,000	-	3,000
Electric - street lights	168,000	-	168,000
Irrigation - common areas	36,000	-	36,000
Total field operations	763,760	-	763,760
Total expenditures	900,407	993	901,400
 Excess/(deficiency) of revenues over/(under) expenditures	 -	 30,786	 30,786
 Fund balance - beginning (unaudited)	 56,332	 -	 56,332
Fund balance - ending (projected)			
Assigned			
Future repairs *			
Irrigation system and wells	6,000	-	6,000
Monument signage/entry hardscape	14,000	-	14,000
Pool/deck/pool equipment/cabana	16,666	-	16,666
Fencing/pavilions	5,000	-	5,000
Playground	6,666	-	6,666
Amenity parking lot	8,000	-	8,000
Unassigned	-	30,786	30,786
Fund balance - ending	\$ 56,332	\$ 30,786	\$ 87,118

*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

Supervisors	\$ 1,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
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	35,000
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	2,000
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.	
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	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Meeting room rental	2,000
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	24,350

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

EXPENDITURES (continued)

Operations and maintenance

Management and administration

O&M accounting services	5,500
Insurance (property coverage only)	40,000
Management services	47,380

Grounds/building maintenance

General maintenance common area	10,000
Irrigation repairs	5,000
Well/pump maintenance repair	5,000
Landscape contract	190,680
Landscaping extras - replacement, mulch, annuals	27,500
Tree trimming	2,500
Pressure washing	5,000
Aquatic maintenance/monitoring	24,500
Fence/wall/lighting repairs	3,000

Recreational - amenity

Electric - amenity	10,000
Domestic water/sewer - amenity	12,000
Irrigation reclaimed - amenity	7,000
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	14,000
Landscape amenity seasonal (annuals & mulch)	5,000
Landscape contingency	10,000
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	3,000
Electric - street lights	168,000
Irrigation - common areas	36,000

Total expenditures	<u><u>\$ 901,400</u></u>
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**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2022 BOND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Amended Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Project through 9/30/2025	Total Projected & Actual	
REVENUES					
Assessment levy: on-roll	\$ 274,167				\$ 274,167
Allowable discounts (4%)	(10,967)				(10,967)
Net assessment levy - on-roll	263,200	\$ 241,884	\$ 21,316	\$ 263,200	263,200
Interest	-	5,634	-	5,634	-
Total revenues	263,200	247,518	21,316	268,834	263,200
EXPENDITURES					
Debt service					
Principal	85,000	-	85,000	85,000	85,000
Interest	170,596	85,298	85,298	170,596	167,706
Tax collector	8,225	4,838	3,387	8,225	8,225
Total expenditures	263,821	90,136	173,685	263,821	260,931
Excess/(deficiency) of revenues over/(under) expenditures	(621)	157,382	(152,369)	5,013	2,269
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(3,267)	-	(3,267)	-
Total other financing sources/(uses)	-	(3,267)	-	(3,267)	-
Fund balance:					
Net increase/(decrease) in fund balance	(621)	154,115	(152,369)	1,746	2,269
Beginning fund balance (unaudited)	218,701	228,938	383,053	228,938	230,684
Ending fund balance (projected)	\$218,080	\$ 383,053	\$ 230,684	\$ 230,684	232,953
Use of fund balance:					
Debt service reserve account balance (required)					(127,488)
Interest expense - November 1, 2026					(82,408)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 23,057

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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
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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	4,080,000.00		2,812,941.36	6,892,941.36	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2024 BOND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Amended
	Adopted Budget FY 2025	Actual through 3/31/2025	Project through 9/30/2025	Total Projected & Actual	Budget FY 2026
REVENUES					
Assessment levy: on-roll	\$ -				\$ 461,980
Allowable discounts (4%)	-				(18,479)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	443,501
Assessment levy: off-roll	-	39,597	180,765	220,362	155,713
Lot closing assessments	-	5,397	-	5,397	-
Interest	-	1,975	-	1,975	-
Total revenues	-	46,969	180,765	227,734	599,214
EXPENDITURES					
Debt service					
Principal	-	-	-	-	125,000
Interest	-	-	125,422	125,422	451,518
Cost of issuance	-	200,010		200,010	-
Underwriter's discount	-	170,600	-	170,600	-
Tax collector	-	-	-	-	13,859
Total expenditures	-	370,610	125,422	496,032	590,377
Excess/(deficiency) of revenues over/(under) expenditures	-	(323,641)	55,343	(268,298)	8,837
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	801,297	-	801,297	-
Original issue discount	-	(960)	-	(960)	-
Transfer in	-	557	-	557	-
Total other financing sources/(uses)	-	800,894	-	800,894	-
Fund balance:					
Net increase/(decrease) in fund balance	-	477,253	55,343	532,596	8,837
Beginning fund balance (unaudited)	-	-	477,253	-	532,596
Ending fund balance (projected)	\$ -	\$ 477,253	\$ 532,596	\$ 532,596	541,433
Use of fund balance:					
Debt service reserve account balance (required)					(290,351)
Interest expense - November 1, 2026					(222,978)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 28,104

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 BOND AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			225,758.75	225,758.75	8,530,000.00
05/01/26	125,000.00	4.450%	225,758.75	350,758.75	8,405,000.00
11/01/26			222,977.50	222,977.50	8,405,000.00
05/01/27	130,000.00	4.450%	222,977.50	352,977.50	8,275,000.00
11/01/27			220,085.00	220,085.00	8,275,000.00
05/01/28	135,000.00	4.450%	220,085.00	355,085.00	8,140,000.00
11/01/28			217,081.25	217,081.25	8,140,000.00
05/01/29	140,000.00	4.450%	217,081.25	357,081.25	8,000,000.00
11/01/29			213,966.25	213,966.25	8,000,000.00
05/01/30	150,000.00	4.450%	213,966.25	363,966.25	7,850,000.00
11/01/30			210,628.75	210,628.75	7,850,000.00
05/01/31	155,000.00	4.450%	210,628.75	365,628.75	7,695,000.00
11/01/31			207,180.00	207,180.00	7,695,000.00
05/01/32	165,000.00	5.200%	207,180.00	372,180.00	7,530,000.00
11/01/32			202,890.00	202,890.00	7,530,000.00
05/01/33	170,000.00	5.200%	202,890.00	372,890.00	7,360,000.00
11/01/33			198,470.00	198,470.00	7,360,000.00
05/01/34	180,000.00	5.200%	198,470.00	378,470.00	7,180,000.00
11/01/34			193,790.00	193,790.00	7,180,000.00
05/01/35	190,000.00	5.200%	193,790.00	383,790.00	6,990,000.00
11/01/35			188,850.00	188,850.00	6,990,000.00
05/01/36	200,000.00	5.200%	188,850.00	388,850.00	6,790,000.00
11/01/36			183,650.00	183,650.00	6,790,000.00
05/01/37	210,000.00	5.200%	183,650.00	393,650.00	6,580,000.00
11/01/37			178,190.00	178,190.00	6,580,000.00
05/01/38	225,000.00	5.200%	178,190.00	403,190.00	6,355,000.00
11/01/38			172,340.00	172,340.00	6,355,000.00
05/01/39	235,000.00	5.200%	172,340.00	407,340.00	6,120,000.00
11/01/39			166,230.00	166,230.00	6,120,000.00
05/01/40	250,000.00	5.200%	166,230.00	416,230.00	5,870,000.00
11/01/40			159,730.00	159,730.00	5,870,000.00
05/01/41	260,000.00	5.200%	159,730.00	419,730.00	5,610,000.00
11/01/41			152,970.00	152,970.00	5,610,000.00
05/01/42	275,000.00	5.200%	152,970.00	427,970.00	5,335,000.00
11/01/42			145,820.00	145,820.00	5,335,000.00
05/01/43	290,000.00	5.200%	145,820.00	435,820.00	5,045,000.00
11/01/43			138,280.00	138,280.00	5,045,000.00
05/01/44	305,000.00	5.200%	138,280.00	443,280.00	4,740,000.00
11/01/44			130,350.00	130,350.00	4,740,000.00
05/01/45	320,000.00	5.500%	130,350.00	450,350.00	4,420,000.00
11/01/45			121,550.00	121,550.00	4,420,000.00
05/01/46	340,000.00	5.500%	121,550.00	461,550.00	4,080,000.00
11/01/46			112,200.00	112,200.00	4,080,000.00
05/01/47	360,000.00	5.500%	112,200.00	472,200.00	3,720,000.00
11/01/47			102,300.00	102,300.00	3,720,000.00
05/01/48	380,000.00	5.500%	102,300.00	482,300.00	3,340,000.00
11/01/48			91,850.00	91,850.00	3,340,000.00
05/01/49	400,000.00	5.500%	91,850.00	491,850.00	2,940,000.00
11/01/49			80,850.00	80,850.00	2,940,000.00
05/01/50	425,000.00	5.500%	80,850.00	505,850.00	2,515,000.00
11/01/50			69,162.50	69,162.50	2,515,000.00
05/01/51	450,000.00	5.500%	69,162.50	519,162.50	2,065,000.00

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 BOND AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/51			56,787.50	56,787.50	2,065,000.00
05/01/52	475,000.00	5.500%	56,787.50	531,787.50	1,590,000.00
11/01/52			43,725.00	43,725.00	1,590,000.00
05/01/53	500,000.00	5.500%	43,725.00	543,725.00	1,090,000.00
11/01/53			29,975.00	29,975.00	1,090,000.00
05/01/54	530,000.00	5.500%	29,975.00	559,975.00	560,000.00
11/01/54			15,400.00	15,400.00	560,000.00
05/01/55	560,000.00	5.500%	15,400.00	575,400.00	-
11/01/55			-	-	-
Total	8,530,000.00		8,906,075.00	17,436,075.00	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-roll Assessments - Series 2022					
Unit Type	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Phases 1 and 2</u>					
SF 40'	121	\$ 1,418.14	\$ 1,137.62	\$ 2,555.76	\$ 2,387.77
SF 50'	108	1,418.14	1,264.02	2,682.17	2,514.17
Total	229				

On-roll Assessments - Series 2024					
Unit Type	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Phase 3 and 4</u>					
SF 40'	139	\$ 1,418.14	\$ 1,355.24	\$ 2,773.38	\$ 1,749.49
SF 50'	181	1,418.14	1,511.61	2,929.75	1,807.10
Total	320				

Off-roll Assessments - Series 2024					
Unit Type	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Phase 5</u>					
TH	62	\$ 170.36	\$ 1,273.93	\$ 1,444.29	\$ 180.76
SF 40'	54	170.36	\$ 1,420.91	1,591.27	180.76
Total	116				

Grand Total	665
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PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

4

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

4A

The Villages®
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01265737** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

AUGUST 22, 2025

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

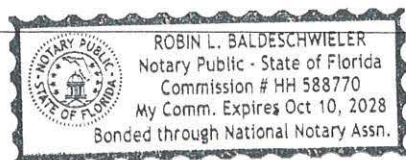
AS

(Signature Of Affiant)

Sworn to and subscribed before me this 22
day of August 2025.

Robin L. Baldeschwieler
Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN AMENDED ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearing and Regular Meeting

The Board of Supervisors ("Board") for the Pacific Ace Community Development District ("District") will hold the following public hearing and a regular meeting:

DATE: September 18, 2025
TIME: 2:00 p.m.
LOCATION: Hampton Inn & Suites by Hilton
2200 E. Highway 50
Clermont, Florida 34711

The public hearing is being held pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to consider the imposition of additional operations and maintenance special assessments ("Additional O&M Assessments") upon certain lands located within the District to fund outstanding assessments from Fiscal Year 2025 (October 1, 2024 to September 30, 2025); to consider the adoption of an amended assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearing, the Board will, by resolution, levy the Additional O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes operations and maintenance special assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, *Florida Statutes*, a description of the services to be funded by such assessments, and the properties to be improved and benefitted from such assessments, are all set forth in the District's Adopted Budget. The District previously held a separate public hearing to levy operations and maintenance special assessments on all benefited property within the District for purposes of funding the District's Fiscal Year 2026 (October 1, 2025 to September 30, 2026) Adopted Budget.

The Additional O&M Assessments will fund a reimbursement to KB Home Orlando LLC ("Landowner") for an advance payment made by the Landowner to cover the Outstanding Assessments identified in the Amended Assessment Roll. A geographic depiction of the property potentially subject to the proposed Additional O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed Additional O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units/Acres	ERU Factor	Proposed Additional O&M Assessment (including collection costs / early payment discounts)*
SF 40'	20	0.80	536.92
SF 50'	13	1.00	598.87

*Please note these are in addition to the previously noticed O&M Assessments for Fiscal Year 2026 and debt assessments and represent the amount of the Additional O&M Assessments for affected property.

The proposed Additional O&M Assessments as stated include collection costs and/or early payment discounts, which Lake County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount stated herein, combined with the lien amount previously approved by the Board, shall serve as the "maximum rate" authorized by law for operation and maintenance special assessments for the property identified in the chart above, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the Additional O&M Assessments do not include any debt service assessments previously levied by the District that are due to be collected for Fiscal Year 2026.

The District intends to have the County tax collector collect the Additional O&M Assessments imposed on the property identified above, in addition to the District's previous certification of other operation and maintenance assessments. It is important to pay your assessment because failure to pay will cause

a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Adopted Budget, Amended Assessment Roll, and the agenda for the hearing and meeting may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Tel: (877) 276-0889 ("District Manager's Office"), during normal business hours. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for assistance in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager
Pacific Ace Community Development District



PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

4B

STATE OF FLORIDA)
COUNTY OF LAKE)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Emma Idoni, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Emma Idoni, am employed by Wrathell, Hunt and Associates, LLC (“**District Manager’s Office**”) and, in the course of that employment, serve as Financial Analyst for the Pacific Ace Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Pacific Ace Community Development District.
4. I do hereby certify that on August 19, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the Pacific Ace Community Development District of their rights under Chapters 190, 197, and/or 170, *Florida Statutes*, with respect to the District’s anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

Emma Idoni
By: Emma Idoni

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 19th day of August 2025, by Emma Idoni, for Wrathell, Hunt and Associates, LLC, who is ☒ personally known to me or ☐ has provided _____ as identification, and who ☐ did / ☒ did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC

Daphne Gillyard
Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices

EXHIBIT B: List of Addressees

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

THIS IS NOT A BILL – DO NOT PAY

August 19, 2025

VIA FIRST CLASS MAIL

XXX

XXX

XXX

XXX [PARCEL ID]

YOUR LOT TYPE: _____

RE: Pacific Ace Community Development District
Fiscal Year 2026 Additional O&M Assessments

Dear Property Owner:

You are receiving this notice because you own property within the Pacific Ace Community Development District (“**District**”) and, according to District and Lake County records, have outstanding unpaid assessments for Fiscal Year 2025 (October 1, 2024 to September 30, 2025). The purpose of this letter is to advise you that the District will be holding a supplemental public hearing on **September 18, 2025, at 2:00 p.m., at the Hampton Inn & Suites, 2200 E. Highway 50, Clermont, Florida 34711**, on additional non ad valorem assessments to be levied on the property identified above. Please review this letter carefully for more information about the supplemental assessments.

You previously received a Fiscal Year 2025 Notice of Non-Ad Valorem Special Assessment which required you to pay the Fiscal Year 2025 assessment by March 15, 2025. On May 7, 2025, the District issued you a Past Due Assessment Notice advising that your Fiscal Year 2025 assessment was past due and delinquent. The May 7, 2025, notice also included a second Fiscal Year 2025 Notice of Non-Ad Valorem Special Assessment which extended the deadline to pay the Fiscal Year 2025 assessment to June 15, 2025. **As of the date of this letter, the District has not received any payment from you for the outstanding Fiscal Year 2025 assessment (“Outstanding Assessments”).**

As previously advised, the District recently adopted its budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”). Public hearings were held in accordance with Florida law on the operation and maintenance assessments that will fund the Adopted Budget. The Outstanding Assessments are separate and apart from the previously noticed operation and maintenance assessments for the Fiscal Year 2026 Adopted Budget.

To avoid the potential need for the District to initiate collection proceedings, which may result in loss of title to the property identified above, KB Home Orlando LLC (“**Landowner**”) has agreed to advance fund the balance of all Outstanding Assessments to avoid adverse impacts to the District’s finances as a result of the unpaid Outstanding Assessments. In order to reimburse the Landowner for its advance funding contribution, the District is proposing to levy an additional operation and maintenance assessment on the property identified above for repayment of the Outstanding

Assessments and intends to collect such delinquent amounts on the tax roll.

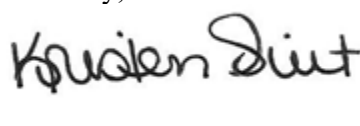
Florida law requires the District to hold a public hearing on new non ad valorem assessments to fund District operations. The public hearing will be open to the public and will take place during the meeting of the District's Board of Supervisors at the date, time, and location specified above. The hearing will be conducted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, for the purpose of levying an additional operation and maintenance assessment to fund the Landowner's advance payment of the Outstanding Assessments. The District is a special-purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of providing infrastructure and services to your community. The Outstanding Assessments are necessary to fulfill those purposes and maintain the District's financial obligations pursuant to Chapter 190, *Florida Statutes*. The revised proposed operation and maintenance assessment information for your property, which now includes the Outstanding Assessments, is shown in **Exhibit A**.

The public hearing and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Adopted Budget, Amended Assessment Roll, and the agenda for the hearing and meeting may be obtained by contacting the District Manager by mail at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Tel: (877) 276-0889 ("**District Manager's Office**"), or by visiting the District's website at <https://pacificacecdd.net/>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for assistance in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearing and meeting and may also file written objections with the District Manager's Office within twenty (20) calendar days of the date of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

A handwritten signature in black ink that reads "Kristen Suit". The signature is written in a cursive, flowing style. It is positioned above a thin horizontal line.

Kristen Suit
District Manager
Pacific Ace Community Development District

Enclosure

EXHIBIT A
Revised Summary of O&M Assessments

1. **Total Revenue.** For the operation and maintenance assessments levied to recover the Outstanding Assessments balance, the District expects to collect no more than **\$18,523.82** in gross revenue (including collection costs and early payment discounts).
2. **Unit of Measurement.** The O&M Assessments are allocated on an Equivalent Residential Unit (“ERU”) basis for platted lots.
3. **Schedule of total operation and maintenance assessments, including the additional assessments proposed to defray the balance of the Outstanding Assessments:**

Land Use	Total # of Units / Acres	ERU Factor	Proposed Additional O&M Assessment (including collection costs / early payment discounts)*
SF 40’	20	0.80	\$536.92
SF 50’	13	1.00	\$598.87

*These assessments are in addition to the previously noticed O&M Assessments for Fiscal Year 2026 and any debt assessments. The amounts shown include collection costs and early payment discounts and represent **only the Additional O&M Assessments** for affected property. The District previously had its public hearing on Fiscal Year 2026 O&M Assessments.

Note that the assessments above do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2026 ("**Debt Assessments**").

4. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2026, the District intends to have the County Tax Collector collect the assessments on the tax roll. Alternatively, the District may choose to directly collect and enforce the assessments on certain benefitted property. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Alt Key	Parcel ID	Owner	Mailing Address	Mailing City, State Zip Code
3947246	232426024000007400	SANTOS E SILVA ANDERSON L	2975 SANCTUARY DR	CLERMONT, FL 34714
3947250	232426024000007800	GONZALEZ DIANA ET AL	2991 SANCTUARY DR	CLERMONT, FL 34714
3947285	232426024000039000	REYES LUGO RONNIE E	3044 SANCTUARY DR	CLERMONT, FL 34714
3947289	232426024000039400	LESTER TIARA A	3028 SANCTUARY DR	CLERMONT FL, 34714
3951107	232426025000020000	VASWANI AMIT	16549 BROOK ISLE WAY	CLERMONT, FL 34714
3951120	232426025000037200	ARISTICH JOSIAS A	436 PRINCETON AVE	RAHWAY, NJ 07065
3951121	232426025000037300	MARANGON FERNANDA L	16522 BROOK ISLE WAY	CLERMONT, FL 34714
3951125	232426025000037700	REED ANDREW M & NANCY A RIVERA-	16538 BROOK ISLE WAY	CLERMONT, FL 34714
3951144	232426025000052000	VILLALON LEANDRO & JENNIFER DE LOS ANGELES MENA INCER	50 GRAHAM ST APT 2A	NEW JERSEY, NJ 07307
3951162	232426025000050700	GIBSON JONATHAN & MELISSA	3146 SANCTUARY DR	CLERMONT, FL 34714
3951163	232426025000050800	CORTES RIVERA GERMAN	3150 SANCTUARY DR	CLERMONT, FL 34714
3951164	232426025000050900	JAZMIN KRUG ET AL	3154 SANCTUARY DR	CLERMONT FL, 34714
3947256	232426024000008400	D&M IMPORT CORPORATION	8290 NW 14TH ST	DORAL, FL 33126
3947260	232426024000008800	GUTIERREZ JAVIER	3031 SANCTUARY DR	CLERMONT, FL 34714
3947262	232426024000009000	GROGINSKI LINDSEY R	3039 SANCTUARY DR	CLERMONT, FL 34714
3947272	232426024000010000	CASCUDO CASSANDRA & JUAN D RODRIGUEZ	3079 SANCTUARY DR	CLERMONT, FL 34714
3947275	232426024000010300	ADELSON LAWRENCE & MARINA C RAGOO	3091 SANCTUARY DR	CLERMONT, FL 34714
3947277	232426024000021300	CORTES MUSSILLI LUIS F	2984 SANCTUARY DR	CLERMONT, FL 34714
3951099	232426025000011000	MACHADO GUIMARAES EDUARDA O	3119 SANCTUARY DR	CLERMONT, FL 34714
3951101	232426025000011200	CASTRATARO ALICIA R & JAMES LIQUORI JR	3127 SANCTUARY DR	CLERMONT FL, 34714
3951105	232426025000013800	GARCIA DOS SANTOS LUIZ C & IVONILDA M GARCIA	25 EAST ST	UPTON, MA 01568
3951116	232426025000020700	RIOS BERLY JOMAR J & JULLIEANA A RODRIGUEZ OJEDA	16521 BROOK ISLE WAY	CLERMONT, FL 34714
3951151	232426025000049600	WALKER ADAM W	3102 SANCTUARY DR	CLERMONT, FL 34714
3951131	232426025000038300	CALDERON JULIA & RUDY	16562 BROOK ISLE WAY	CLERMONT, FL 34714
3951150	232426025000049500	LEWIS EBONY	3098 SANCTUARY DR	CLERMONT, FL 34714
3951119	232426025000021000	LEBRON EDWARD & IBETH D	16509 BROOK ISLE WAY	CLERMONT, FL 34714
3951115	232426025000020600	TEIXEIRA PINTO RICARDO P ET AL	16525 BROOK ISLE WAY	CLERMONT, FL 34714
3951129	232426025000038100	RIVERA BENITEZ JOSE M AND MINOSHKA MNELENDEZ	16554 BROOK ISLE WAY	CLERMONT, FL 34714
3951156	232426025000050100	GONZALEZ MOLERO LUIS F ET AL	3122 SANCTUARY DR	CLERMONT, FL 34714
3951074	232426025000011800	CASCUDO HELEN	3163 SANCTUARY DR	CLERMONT, FL 34714
3951093	232426025000013700	BORGES FERNANDO X	25 EAST ST	UPTON, MA 01568
3951135	232426025000045200	GONZALEZ JUAN C & JENNIFER PENA	3226 SANCTUARY DR	CLERMONT, FL 34714
3951085	232426025000012900	PIAIA CLEBER & ELAINE A M	3207 SANCTUARY DR	CLERMONT, FL 34714

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2025-15

AMENDED RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT CONFIRMING A PRIOR DETERMINATION OF BENEFIT AND IMPOSING ADDITIONAL SPECIAL ASSESSMENTS FOR FISCAL YEAR 2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN AMENDED ASSESSMENT ROLL; PROVIDING FOR FURTHER AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pacific Ace Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Lake County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District previously determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"), attached hereto as **Exhibit A**; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2026; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, the Board previously adopted an assessment roll and certified a portion of such assessment roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, the Board now wishes to adopt an amended assessment roll to reflect additional assessments to be certified to the County Tax Collector pursuant to the Uniform Method, such assessments reflecting unpaid and delinquent assessments that remain due for Fiscal Year 2025 (October 1, 2024 to September 30, 2025) (“**Outstanding Assessments**”); and

WHEREAS, it is in the best interests of the District to adopt the amended assessment roll (“**Amended Assessment Roll**”) attached to this Resolution as **Exhibit B**, and to certify the portion of the Amended Assessment Roll related to certain developed property and the portion of the Amended Assessment Roll related to the Outstanding Assessments (together, “**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Amended Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit B**; and

WHEREAS, it is in the best interests of the District to permit the District Manager to further amend the Amended Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law; and

WHEREAS, the Board intends this Resolution and the Amended Assessment Roll to replace and supersede the previously-adopted Resolution 2025-12 and the assessment roll attached thereto.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to specially benefitted lands is shown in **Exhibits A and B** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The

lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B**.
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. Debt Assessments directly collected by the District are due 50% by October 1, 2025, and 50% by March 1, 2026. Operation and maintenance special assessments are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2025, 25% due no later than February 1, 2026, and 25% due no later than May 1, 2026. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2026, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. AMENDED ASSESSMENT ROLL. The Amended Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified for collection. That portion of the Amended Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Amended Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Amended Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 18TH DAY OF SEPTEMBER, 2025.

ATTEST:

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2026
Exhibit B: Amended Assessment Roll (Uniform Method)
Amended Assessment Roll (Direct Collect)

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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**AMENDED AND RESTATED FISCAL YEAR 2026 BUDGET DEFICIT
FUNDING AGREEMENT BY AND BETWEEN PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT AND KB HOME ORLANDO LLC**

This Amended and Restated Agreement (the “**Agreement**”) is made and entered into this 1st day of October 2025, by and between:

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

KB HOME ORLANDO LLC, a Delaware limited liability company and a landowner in the District (“**Landowner**”) with a local mailing address of 9102 Southpark Center Loop, Suite 100, Orlando, FL 32819.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the District has adopted its operating budget for the Fiscal Year 2026 (“**FY 2026 O&M Budget**”), which budget commences on October 1, 2025, and concludes on September 30, 2026, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, following the adoption of the FY 2026 O&M Budget, the District has the option of levying non-ad valorem assessments on all land within its boundaries that will benefit from the activities, operations and services set forth in such budget (the “**O&M Assessment(s)**”), or utilizing such other revenue sources as may be available to it; and

WHEREAS, the District is not able to predict with absolute certainty the amount of monies necessary to fund the operations and services set forth in the FY 2026 O&M Budget and therefore the amount of non-ad valorem assessments necessary to fund the FY 2026 O&M Budget; and

WHEREAS, in contemplation of the foregoing, and in lieu of levying an increased amount in O&M Assessments on all property within the District, including the Property (hereinafter defined), to fund the FY 2026 O&M Budget, the Landowner desires to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2026 not otherwise funded by O&M Assessments levied upon other benefited lands located within the District (together with the Outstanding Assessments (hereinafter defined), the “**O&M Excess Payment**”); and

WHEREAS, the District and the Landowner previously entered into that certain *Fiscal Year 2026 Budget Deficit Funding Agreement by and Between Pacific Ace Community Development District and KB Home Orlando LLC*, which would go into effect on October 1, 2025 (“**Prior Funding Agreement**”); and

WHEREAS, the District and the Landowner now wish to amend and restate the Prior Funding Agreement as provided for herein, such that this Agreement entirely replaces and supersedes the Prior Funding Agreement; and

WHEREAS, Landowner is actively developing certain real property within the District and presently owns a portion of such real property identified in the District’s Fiscal Year 2026 Amended Assessment Roll (the “**Amended Assessment Roll**”), attached hereto as **Exhibit B** and incorporated herein by reference, which portion of such real property is located entirely within the District and which will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District (the “**Property**”); and

WHEREAS, the Amended Assessment Roll reflects certain additional assessments to be certified to the Lake County Tax Collector for collection, such assessments reflecting various unpaid assessments for Fiscal Year 2025 (October 1, 2024 to September 30, 2025) (“**Outstanding Assessments**”); and

WHEREAS, the Landowner has agreed to advance fund the full balance of the Outstanding Assessments; and

WHEREAS, the District will reimburse the Landowner for its payment of the Outstanding Assessments on or before September 30, 2026; and

WHEREAS, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

SECTION 2. PAYMENT OF DISTRICT’S O&M BUDGET AND OUTSTANDING ASSESSMENTS.

- i. ***Payment of O&M Budget Expenses.*** Upon the District Manager’s written request, the Landowner agrees to make available to the District the monies necessary to fund all expenditures of the FY 2026 O&M Budget not otherwise funded through O&M Assessments levied upon other benefited lands located within the District within fifteen (15) business days of such written request by the District. Funds

provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing affect the District's ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2026 O&M Budget or otherwise.

- ii. ***Payment of Outstanding Assessments; District Reimbursement.*** Upon the District Manager's written request, the Landowner also agrees to make available to the District the monies necessary to fund the Outstanding Assessments identified in the Amended Assessment Roll attached hereto as **Exhibit B**, within fifteen (15) days of such written request by the District. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing affect the District's ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2026 O&M Budget or otherwise. The District shall reimburse the Landowner for the Outstanding Assessments or credit such amounts otherwise due pursuant to this Agreement by September 30, 2026.
- iii. ***Consent to Funding of FY 2026 O&M Budget and Outstanding Assessments.*** The Landowner acknowledges and agrees that the O&M Excess Payment represents the funding of operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to benefitting property in the District, including the Property. Landowner agrees to pay, or caused to be paid, the O&M Excess Payment regardless of whether Landowner owns the Property at the time of such payment subject to the terms set forth in Section 10 herein. Landowner agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

SECTION 3. CONTINUING LIEN. The District shall have the right to file a continuing lien upon the Property for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2026 O&M Budget" in the public records of Lake County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat

if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

SECTION 4. ALTERNATIVE COLLECTION METHODS.

- i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Excess Payment(s) by action against the Landowner in the appropriate judicial forum in and for Lake County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- ii. The District hereby finds that the activities, operations and services funded by the O&M Excess Payment(s) provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services that will be funded by the O&M Excess Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Lake County property appraiser.

SECTION 5. NOTICE. All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to District: Pacific Ace Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Rd., Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Landowner: KB Home Orlando, LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32819
Attn: Steve McConn

SECTION 6. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties hereto. The District and the Landowner explicitly agree that this Agreement shall entirely replace and supersede the Prior Funding Agreement.

SECTION 7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 9. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the matter described in Sections 3 and 4 above.

SECTION 10. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, including the Property, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Lake County, Florida.

SECTION 12. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 13. EFFECTIVE DATE. The Agreement shall take effect as of October 1, 2025. The enforcement provisions of this Agreement shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

SECTION 14. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Landowner agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Landowner acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Landowner shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Landowner does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Landowner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Landowner, Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, BY TELEPHONE AT (561) 571-0010,

OR AT GILLYARDD@WHHASSOCIATES.COM.

SECTION 16. ANTI-HUMAN TRAFFICKING. Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, Florida Statutes. Landowner agrees to execute an affidavit in compliance with Section 787.06(13), Florida Statutes.

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

**PACIFIC ACE COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

KB HOME ORLANDO LLC

By: _____
Its: _____

Exhibit A: FY 2026 O&M Budget
Exhibit B: Amended Assessment Roll

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

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PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

6A

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

6A1

CONSTRUCTION & PUNCH OUT SERVICES SERVICE AGREEMENT

Dated: TBD 2025

BETWEEN

CONSTRUCTION & PUNCH OUT SERVICES DBA

Evergreen Outdoor Service LLC

and

Pacific Ace CDD ("Customer")

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

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

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

Please refer to pricing bid tabulation submitted with bid.

<u>SERVICE</u>	<u>ANNUAL FREQUENCY</u>	<u>ANNUAL PRICE</u>	<u>NOTES</u>
Landscape Maintenance	42x	<u>\$91,920</u>	Phases 1-4
Irrigation Inspection	12x	<u>Included</u>	
Lawn & Ornamental	6x	<u>Included</u>	
Detail Services	12x	<u>Included</u>	
Amenity Center	52x	\$9,000	

Mulch	1x	<u>@\$75/YD</u>	Additional Service Billed Separately
<u>Total</u>	Paid Monthly Excluding Mulch <u>\$8,410</u>	<u>\$100,920</u> EXCLUDING MULCH	

ADDITIONAL SERVICES (Billed Separately)

- **Mulch Installation:** \$75.00 per yard
- **Palm/Tree Pruning (over 8 ft):** \$35.00 per tree, September–October
- **Seasonal Color Installation:** Cost per plant and quantity to be approved by HOA

SCOPE OF WORK

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

GENERAL SERVICES A. Turf Maintenance

Turf maintenance includes mowing, edging, trimming, and cleanup of lawn areas. All turf operations are to be completed on the same day they are started. High-traffic and highprofile areas such as entrances and amenity zones shall be prioritized. Mowing shall not occur in inclement weather and will resume as conditions permit. 1. **Mowing**

- Litter and debris will be removed prior to mowing.
- Turf will be mowed weekly from March 15 through October 15, and as needed otherwise (approx. 42 cycles/year).
- Rotary mowers with sharp blades will be used to ensure a clean cut and varied mowing patterns.
- Bahia turf will be mowed to a height of 3.5–4 inches.
- Clippings will be removed when excessive or during disease outbreaks.

- Special care will be taken to avoid damaging plant material.

2. Edging

- Performed with mechanical edgers only along all paved surfaces.

3. String Trimming

- Around posts, trees, signs, etc., matched to mow height.
- No trimming of bed edges or small turf areas if mowers can reach.
- Chemical edging used only with prior HOA approval.

4. Blowing

- All hard surfaces cleared of clippings without contaminating beds or stormwater systems.

B. Detail Services 1. Pruning

- Shrubs and groundcovers pruned for health, shape, and structure.
- Crape Myrtles pruned once per year in winter—no hat-racking permitted.
- Pruning above 10 feet requires HOA approval and an Additional Work Authorization (AWA).

2. Edging Beds and Trees

- Defined with clean perpendicular cuts using mechanical edgers.

3. Weed Control

- Manual and chemical methods employed; hand-pulling for large weeds.
- Hardscape cracks and joints sprayed biweekly during detail service.

C. General 1.

Policing

- Trash and limbs under 2" removed every visit.

2. Communication

- On-site communication with HOA as needed.
- Monthly performance inspections encouraged with HOA participation.

3. Staffing

- Regular services performed Mon–Fri; Sat work only by approval.
- Observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.

TURF CARE PROGRAM – Bahia A. Application Schedule

- January: Fertilizer + weed/disease control
- March: Spring fertilizer + insect/disease/weed control
- July: Summer fertilizer + insect/weed control
- November: Fall fertilizer + weed/disease control

B. Application Requirements

- Weed control targets broadleaf and sedge weeds
- Contractor not liable for loss due to untreatable conditions or irrigation failures

TREE/SHRUB CARE PROGRAM A. Application Schedule

- February, March/April, October, December: Fertilization & disease/insect treatment as needed

B. Requirements

- Balanced fertilizers used with slow-release N and high-K blends in fall
- Trace elements included; sulfur-coated if soil pH is high
- New transplants excluded from coverage
- Follow-up treatments included for insect/disease outbreaks
- Certified operator license provided **Specialty Palms**
- Quarterly root/bud drench
- Monitor and de-water root zones as applicable

MULCH INSTALLATION A. Schedule

- Applied annually in April or as instructed by HOA; completed within 3 weeks

B. Installation

- All beds edged and cleared prior to install
- Maintain 2" depth; edge trenches cut 1–2" at hard surfaces
- Weed-free conditions required before install

IRRIGATION MAINTENANCE A. Frequency

- Monthly inspections scheduled consistently

B. Specifications

- Activate all zones, inspect and adjust heads, report valve issues
- Adjust controllers for seasonal efficiency
- Provide monthly zone-by-zone inspection report

C. Conditions

- Repairs over pre-approved amount require HOA authorization
- Service calls billed T&M unless caused by contractor error
- Contractor not liable for lightning, restrictions, or acts of God

Contract Cancellation Either party may terminate this agreement at any time with or without cause. Written cancellation notice must be sent via electronic mail.

. Service ends 60 days from notice date; billing prorated during Oct–Apr. Final invoice issued within 5 days of service completion and due upon receipt.

SIGNATURES Construction & Punch Out Services LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Pacific Ace CDD

Signature: _____

Name: _____

Title: _____

Date: _____

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

6A11

floralawn



COMPREHENSIVE
LANDSCAPING
SIMPLIFIED

PACIFIC ACE CDD

August, 2025



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ABOUT US



DESIGN. MAINTAIN. ENHANCE.

At Floralawn, we bring together the expertise of irrigation specialists, horticultural maintenance professionals, and landscape designers to provide an integrated approach to outdoor care. By offering all these services under one roof, we streamline the process for our clients, ensuring seamless communication, efficient project management, and consistent quality across every aspect of your landscape.



MAINTENANCE

Our lawn maintenance division specializes in providing comprehensive maintenance solutions designed for residential communities, homeowners' associations, and shared outdoor spaces. We understand the importance of creating a welcoming, well-maintained environment that reflects the pride and values of the community.



FERTILIZATION

Using the latest techniques and high-quality products, we tailor our approach to the unique needs of each property, considering factors such as soil composition and seasonal requirements. Our team's expertise ensures balanced nutrition for healthy, sustainable landscapes that thrive year-round.

OUR DIFFERENCES



IRRIGATION

Our certified Irrigation professionals specialize in troubleshooting, retrofitting outdated systems, and ensuring compliance with water conservation regulations. Whether maintaining existing systems or implementing new designs, we prioritize efficiency, reliability, and long-term savings for our clients. With a high level of expertise and a commitment to innovation, our irrigation team helps property owners and managers achieve healthier landscapes while conserving valuable resources.



COMMUNICATION

Whether it's through regular updates, meetings, or responsive feedback, we ensure that board members and community members have the information they need to make well-informed choices. Our team is always available to address concerns, offer solutions, and collaborate on initiatives, ensuring that every voice is heard.



MORE THAN A VENDOR—WE'RE A TRUSTED COMMUNITY PARTNER.

We take pride in being more than just a service provider—we actively engage with communities to support local events and fundraising efforts. Whether it's sponsoring neighborhood gatherings, providing landscaping for community events, or partnering on initiatives that benefit local causes, we're committed to contributing to the vibrancy of the communities we serve.

FLORALAWN UNIVERSITY

FloraLawn University is designed to provide consistent, recurring training that ensures our team remains highly skilled and adaptable. This program isn't a one-time event; it's an ongoing process that allows our employees to stay updated on the latest techniques, tools, and industry advancements.

Through regular hands-on sessions, team members continually refine their skills in landscaping, irrigation, fertilization, and customer care. To ensure the training is effectively implemented in the field, we conduct internal follow-ups and evaluations, holding our team accountable for maintaining the highest standards.

This ongoing approach ensures consistent service quality across all

aspects of our work, creating a foundation of excellence that clients can rely on. By fostering a culture of continuous learning and improvement, we empower our team to not only meet but consistently exceed client expectations. Our commitment to growth and accountability drives us to deliver exceptional results, reinforcing our dedication to excellence in every service we provide





“HOLDING OUR TEAM
ACCOUNTABLE. MAINTAINING
THE HIGHEST STANDARDS.”

MAINTENANCE DEPARTMENT

Our in-house maintenance crew is equipped with the latest, state-of-the-art tools and machinery to deliver top-tier service. From precision mowing to detailed trimming and expert pruning, our team brings unmatched skill and attention to detail to every project.

With years of experience and a vast knowledge of industry best practices, our crew understands the intricacies of maintaining a healthy, beautiful landscape. Whether it's ensuring the perfect cut, shaping plants to enhance their beauty, or preserving the health of your greenery, our team consistently exceeds expectations with

their expertise and commitment to excellence.

By combining the latest equipment with unparalleled knowledge, we ensure your landscape is always in the best hands, providing results that set us apart as industry leaders.

**YOUR PROPERTY.
OUR PRIORITY.
EVERYTIME.**



CORE SERVICES

MOWING & TURF CARE

- Precision lawn mowing
- Edging along sidewalks and driveways
- String trimming for hard-to-reach areas
- Blowing off debris for a clean finish
- Sod installation and repair

SEASONAL & STORM CLEANUPS

- Leaf and debris removal
- Post-storm cleanup and fallen branch removal
- Seasonal flower bed cleanouts
- Mulching and ground cover refresh

TREE & SHRUB CARE

- Tree trimming and pruning
- Shrub and hedge maintenance
- Removal of dead or hazardous branches
- Shaping for aesthetics and healthy growth
- Seasonal trimming for optimal plant health

LANDSCAPE ENHANCEMENTS

- Mulch and rock installation
- Seasonal flower planting
- Lawn renovation and regrading

FERTILIZATION DEPARTMENT

GREENER.
HEALTHIER.
HAPPIER.



Our fertilization department is the best in the business, delivering unmatched service with an in-house team of experts. We provide precise, high-quality care for every landscape.

By keeping our services in-house, we maintain complete control over quality, consistency, and responsiveness. Our team takes a scientific approach, utilizing water and soil samples to develop tailored solutions that meet the specific needs of your community. This ensures optimal plant health, effective pest management, and superior landscape care.

This combination of in-house expertise, certified specialists, and customized strategies allows us to provide industry-leading results, setting us apart as the trusted partner for exceptional landscape management.

OUR EXPERTISE

TAILORED FERTILIZATION PROGRAMS

- Nutrient plans for each property
- Seasonal fertilization schedules
- Organic and synthetic fertilizer options
- Soil enrichment and health optimization
- Slow-release and liquid application methods

SOIL & TURF HEALTH MANAGEMENT

- Soil testing and analysis
- pH balancing and soil amendments
- Core aeration to improve nutrient absorption
- Overseeding for thicker, healthier turf
- Compost topdressing for natural enrichment

TREE & SHRUB FERTILIZATION

- Deep root fertilization for trees and shrubs
- Micronutrient applications for plant health
- Seasonal feeding for optimal growth
- Protection against disease and environmental stress

WEED CONTROL & PREVENTION

- Pre-emergent herbicide applications
- Post-emergent weed treatments
- Targeted solutions for broadleaf and grassy weeds
- Organic and eco-friendly weed management options
- Integrated weed control with fertilization plans

PEST & DISEASE MANAGEMENT

- Lawn pest identification and treatment
- Fungicide applications for disease prevention
- Grub and insect control treatments
- Nematode suppression for root protection
- Preventative and curative treatment plans



IRRIGATION DEPARTMENT



SMART.
WATERING.
SOLUTIONS.

Our in-house irrigation team is a recognized leader in the industry, known for its expertise, precision, and commitment to excellence. As a preferred vendor and installer for Baseline systems and Weathermatic Smart Link. We offer advanced, water-efficient irrigation solutions that are tailored to the specific needs of each property.

By managing all irrigation services internally, we maintain complete control over every step—design, installation, and maintenance—ensuring the highest quality results. Our deep knowledge of the irrigation industry enables us to provide efficient, sustainable solutions that maximize water conservation and promote healthy, thriving landscapes.

With our combination of advanced technology, skilled professionals, and attention to detail, we're the trusted choice for reliable irrigation solutions that provide long-term benefits.

PROFESSIONAL SOLUTIONS

HAVE AN OUTDATED IRRIGATION SYSTEM?

We modernize outdated irrigation systems with advanced solutions, improving water efficiency, performance, and reliability. Our updates reduce waste, lower costs, and support healthier landscapes. Trust FloraLawn for smarter, sustainable irrigation.

■ PUMP, WATER SYSTEMS, & ACCESSORIES

Jet pumps, centrifugal pumps, submersible pumps, motors, control boxes, VFD instillation and programming

■ FILTERS, VALVES, & BACK FLOW PREVENTION

Check valves, foot valves, dual check valves, brass gate valves, brass ball valves, filtration systems, pressure vacuum breakers, filters, chemical feed pumps

■ IRRIGATION SYSTEM, PARTS, & ACCESSORIES

All irrigation products from every major manufacturer

■ PIPE, FITTINGS, LANDSCAPE ACCESSORIES

Pipe & fittings, poly tubing, water features, fountains

■ CULVERT, YARD DRAINAGE SYSTEMS

All sizes of culverts, drainage pipe & accessories

■ TANKS, POLYETHYLENE, BULK, STORAGE

Vertical, cone bottom, free standing

■ WELLS

Residential, commercial, agricultural, & industrial

GENERAL HOUSEHOLD PEST



At FloraLawn, we offer comprehensive household pest control services designed to protect your home from a variety of common pests, including ants, spiders, rodents, and termites. Our team is trained to identify potential problem areas and apply safe, effective treatments to eliminate pests while preventing future infestations.

Using eco-friendly products and cutting-edge techniques, we ensure that your home remains a safe, pest-free

environment for you and your family. Whether it's a one-time treatment or ongoing maintenance, our tailored pest control plans are designed to meet the specific needs of your home and provide long-lasting results.

Trust FloraLawn to handle your pest problems with professionalism, care, and an unwavering commitment to your home's well-being.

TREE MAINTENANCE



At FloraLawn, our in-house tree maintenance division is dedicated to maintaining the health, safety, and beauty of your trees. Our experienced arborists use the latest tools and techniques to provide precise trimming and pruning that promotes healthy growth and enhances the overall aesthetics of your landscape.

We handle everything from shaping trees for aesthetic appeal to removing dead or dangerous branches that could

pose a hazard to your property. Our team understands the unique needs of various tree species and customizes each service to ensure long-term tree health and safety.

By keeping tree trimming in-house, we ensure consistency, high-quality results, and attention to detail, making FloraLawn the trusted choice for all your tree care needs.



734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Pacific Ace CDD

% Jorge Miranda
Empire Management Group
1098 W Monroe St
Clermont, FL 34711

August 1st, 2025

Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management - Common

Service	Monthly	Yearly
Landscape Maintenance	\$6,898.50	\$82,782.00
Shrub Fertilization Program (4x Per Year)	\$190.09	\$2,281.08
Monthly Irrigation Inspection	\$648.00	\$7,776.00
Total	\$7,736.59	\$92,839.08

Landscape Management - Amenity Center

Service	Monthly	Yearly
Landscape Maintenance	\$945.00	\$11,340.00
Shrub Fertilization Program	\$123.67	\$1,484.04
Monthly Irrigation Inspection	\$384.00	\$4,608.00
Total	\$1,452.67	\$17,432.04

Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Price
Pine Bark Mulch (Per Cu Yard)	\$55.00
Palm Pruning (Per Palm)	\$60.00
Annuals (Per Plant)	\$2.50
Storm Clean Up (Per Hour)	\$65.00

PROPOSAL

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April**.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer **6 times per year**. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to **4 times** per year between April 1st and October 30th. Pre-Emergent herbicides will be used **2 times** per year specifically targeting difficult to control weeds. Weed control applications are conducive to soil and air temperatures. Floralawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass, Tropical Signal & Bermuda grass. Due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds can be treated as they appear, at an additional cost, using products like Bayer's Top Choice that offer extended control..

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **12 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed up to 12 feet in height.
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical or chemical herbicides will be used as control methods. Mechanical weed removal **will only** be used when chemical applications are not applicable.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$80.00 per hour**. Faults and failures of the irrigation system communicated to Floralawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

CERTIFICATIONS



DESIGN

- Landscape Design & Planning
- Tree and Shrub Placement for Aesthetic and Health
- Soil & Drainage Solutions
- Native Plant Design & Xeriscaping
- Landscape Renovations &
- Reimagining Existing Spaces
- Lighting Design



PEST CONTROL

- General Household Pest Control
- Rodent Control & Exclusion
- Termite Control & Prevention
- Mosquito Control
- Flea & Tick Treatment
- Lawn & Garden Pest Control
- Organic & Non-Toxic Pest Treatments
- Emergency Pest Control Services



MAINTENANCE

- Lawn Mowing & Edging
- Tree Trimming & Pruning
- Shrub & Plant Care
- Weeding & Mulching
- Leaf Removal & Debris Management
- Sod Installation & Lawn Repair
- Seasonal Color



WATER MANAGEMENT

- Florida Waterstar Certified
- Baseline Preferred Vendor/Installer
- Maxicom Software
- Certified Irrigation Designer
- Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor
- Landscape Irrigation Design
- Stormwater Management Practices

CERTIFICATIONS

REFERENCE

QUALIFIER

Stormwater Management Inspector	#16795	FL Dept of Environmental Protection
Maxicom Software		Rain Bird
Best Management Practices	#13188, 9797, 8588	FL Dept of Environmental Protection
Irrigation Contractor License	#CSIR0123	Polk County Building Division
Certified Specialty Contractor	#SCC 131153009	FL Dept of Business & Pro Reg
Landscape Irrigation Design		College of Irrigation Knowledge
Certified Irrigation Designer - Residential	#004041	The Irrigation Association
Certified Irrigation Designer - Commercial	#004041	The Irrigation Association
Certified Irrigation Contractor	#004041	The Irrigation Association
Certified Landscape Irrigation Auditor	#40183	The Irrigation Association
Certified Landscape Water Manager	#004041	The Irrigation Association

INSURANCE



LEASED/RENTED EQUIPMENT

- AGCS Marine Insurance Co
- Policy: #MZ193091427
- Limit: \$100,000



UMBRELLA LIABILITY

- Hartford Casualty Ins Co
- Policy: #21HHUSR2G4R
- Each Occurrence \$2,000,000
- Aggregate \$2,000,000



COMMERICAL GENERAL LIABILITY

- Twin City Fire Insurance
- Policy: #21UENSR2G35
- Each Occurrence \$1,000,000
- Damage to Rented Premises \$300,000
- Med Exp \$5,000
- Personal & Adv Injury \$1,000,000
- General Aggregate \$2,000,000
- Product-Comp/Op AGG \$2,000,000



AUTOMOBILE LIABILITY

- Hartford Insurance Company #916
- Policy: #21UENOL4791
- Combined Single Limit: \$1,000,000
- PIP: \$10,000



GENERAL LICENSURE

- Commercial General Liability
- Automobile Liability
- Umbrella Liability
- Best Management Practices
- Business Tax Receipt
- Polk County
- License: #118675
- Agriculture Product Dealer #699156
- State of Florida Dept of Agriculture
- License: #699156
- Pest Control Operator
- State of Florida Dept of Agriculture
- License: #JB192451



WORKERS COMPENSATION

- Bridgefield Casualty Insurance Company
- Policy: #0196-62488
- Each Accident \$1,000,000
- Disease - EA Employee \$1,000,000
- Disease - Policy Limit \$1,000,000

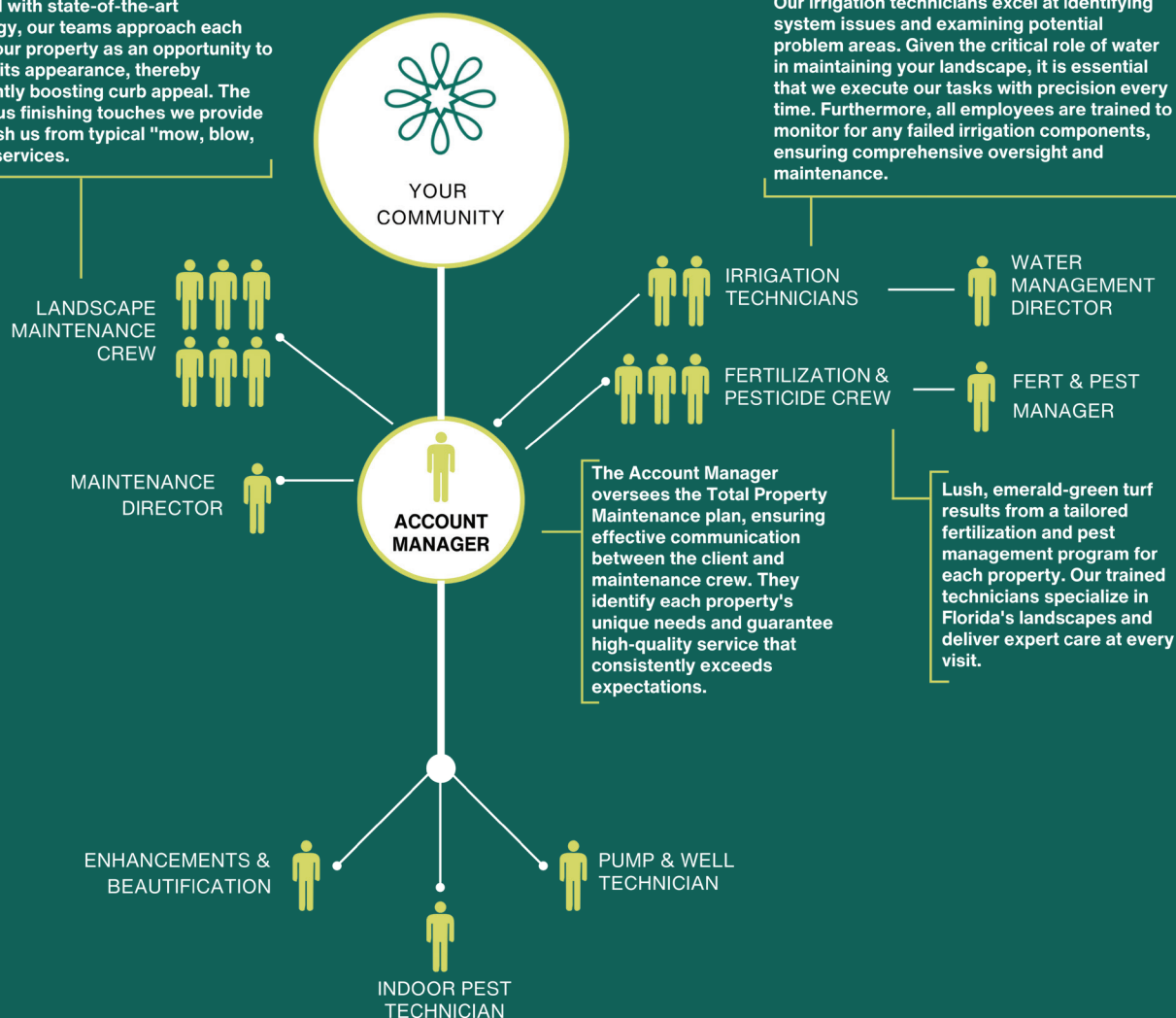


floralawn

COMMUNICATION

Equipped with state-of-the-art technology, our teams approach each visit to your property as an opportunity to enhance its appearance, thereby significantly boosting curb appeal. The meticulous finishing touches we provide distinguish us from typical "mow, blow, and go" services.

Our irrigation technicians excel at identifying system issues and examining potential problem areas. Given the critical role of water in maintaining your landscape, it is essential that we execute our tasks with precision every time. Furthermore, all employees are trained to monitor for any failed irrigation components, ensuring comprehensive oversight and maintenance.

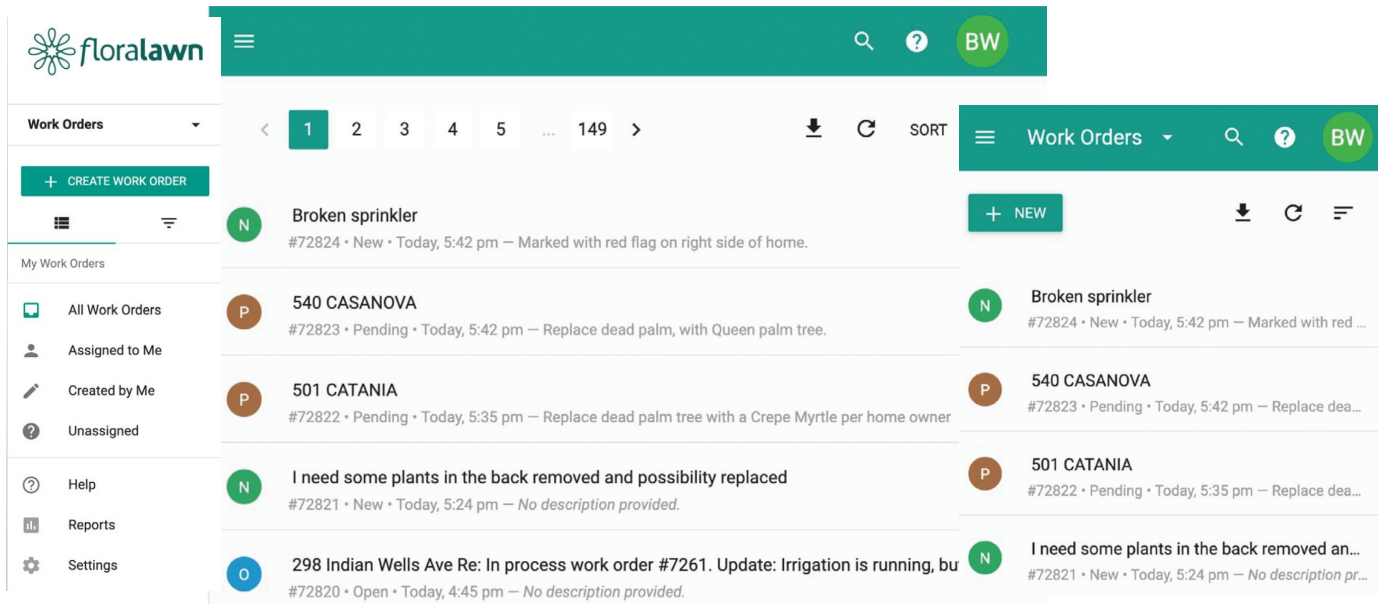


Clear internal communication is essential for promptly addressing concerns, sharing important updates, and ensuring that all members are aligned with community goals and initiatives. It fosters trust, promotes collaboration, and cultivates a sense of unity among all participants.

Total Property Maintenance encompasses numerous components,

with your Account Manager acting as the pivotal element in this system, dedicated to ensuring your complete satisfaction. The Account Manager conducts thorough quality assurance checks, guaranteeing that your property is consistently monitored with care. Should you have any questions or concerns, a single phone call is all that is needed to receive assistance.

WORK ORDER SYSTEM



We emphasize the importance of open and responsive communication among our team, community residents, and board members. Our customized work order system is designed to facilitate effective service delivery while ensuring that feedback and requests from residents and board members are clearly communicated and promptly addressed.

RESIDENT ACCOUNTS

Residents have the ability to create an account and manage their work orders from initiation to completion, depending on various factors.

TRACKABLE RESULTS

Our portal-based work-order system offers residents a streamlined method to report issues requiring attention from Floralawn. This system ensures trackable progress and delivers comprehensive reporting.

COMMUNICATION

Our team members maintain continuous communication through work order status updates and direct messaging.

RESIDENT TRAINING

We conduct regular training sessions for residents on the effective use of the work order system.



“YOUR COMMUNITY’S
WELL-BEING AND SUCCESS
ARE MY TOP PRIORITIES”

MY PROMISE



ROB AVERITT
PRESIDENT

I promise to care for your community with the same dedication and attention I would give to my own home. Every detail, from maintenance to enhancements, will be handled with pride and respect, ensuring your property remains a place of beauty and comfort. Your community's well-being and success are my top priorities, and I am committed to delivering the highest level of service and care every step of the way.



floralawn

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LAKELAND, FL 33804

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WWW.FLORALAWN.COM

DESIGNED BY: LUXE ART CREATIVE

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

6AIII



PACIFIC ACE CDD MAINTENANCE PROPOSAL





OVERVIEW



OUR STORY

With a family business backed by three generations, the Princes are no stranger to the construction industry. Since a young age, current Owner/President, Ian Prince, was surrounded by the trade, working alongside his father as the Prince family built their name in landscape and construction in Central Florida. Formerly known as Prince Land Services, Ian later renamed the company to Prince and Sons, Inc., to better capture the future family generations, namely Ian's sons, Stetson and Jagger.

As a family-oriented business, Prince and Sons is run on true southern hospitality and manners. We realize that creating loyal customers not only requires quality service but also thoughtful and intentional relationships. It's what sets us apart from being average, and we are grateful for our unwavering clients.



OUR TEAM



IAN PRINCE
Owner / President

Ian was Born in Winter Haven and has lived in Central Florida his whole life. He grew up working under his parents in the green industry and hopes to pass that down to his two boys one day. Starting out at such a young age, he has a lot of hands-on knowledge and that has helped him to grow his company to what it is today!



LUCAS DEAN MARTIN
Vice President of Landscape Maintenance

For 20 years Lucas has been in the green industry. After graduating with a Horticulture/ Plant Sciences degree from the University of Missouri he began in golf course maintenance before transitioning into commercial and community maintenance. Lucas' experience with contractors and developers makes him an asset in every aspect of the job.



JAMES SMITH
Landscape Maintenance Operations Manager

After retiring from a 22-year career in the Marine Corp, James has been in the green industry as an Account and Operations Manager for the last 15 years. James and his 3 kids have called Central Florida home ever since relocating from Texas.



ANTHONY SANDRETTO
Fertilization & Pest Control Manager

Anthony has been in the landscape industry since moving to Central Florida in 2001 from Wisconsin. Anthony has many certifications like being a Florida Certified Horticultural Professional, Florida Water Star Certified, and Certified Pest Control Operator, among others.



JERRY ROBERSON
Irrigation Manager

Since relocating from Georgia in 2001, Jerry and his wife of over 40 years have called Central Florida home. He has extensive irrigation education, certifications, and knowledge. Some of his expertise and certifications are in 2-wire system maintenance and design, Water Star irrigation, pump installation, and much more.



BRIAN HUSEMAN
Irrigation Maintenance Manager

Brian moved to Florida from Indiana with his wife and 2 sons in 1983. He has 10 years' experience in irrigation maintenance for commercial and residential properties with expert knowledge in various operating systems, especially 2-wire systems. Dedication and pride in accurate and timely work define Brian's character.

OUR CORE VALUES

Respect is not something we take lightly, and we make it a core value in how we treat both our clients and our employees. As a staff member, we never miss a chance to incentivize performance and show appreciation for hard work.

We are proud to have several employees who have been with the company for more than 20 years, as a result.

SAFETY

Managing safety in a fast-paced workplace environment should not be a one- person-job. But it can feel that way, especially if you're being asked to do more with less because of recent global events.

OUR SAFETY MANAGEMENT SOLUTION BRINGS TOGETHER:

- Incident, Near Miss and Hazard Reporting & Management
- Action Management & Analytics
- Inspections
- Meetings
- A full training program at "Prince and Sons University"

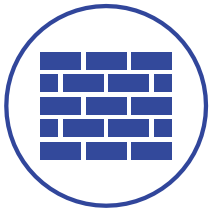


AREAS OF EXPERTISE



COMMERCIAL LAWN MAINTENANCE

We have been a leading commercial lawn maintenance company for 26 years and boast the ability to tackle every aspect of lawn care for a wide range of clients. Whether it's leading property management and homeowner associations, college campuses or golf courses, we understand the importance and value of a well-maintained, beautiful landscape.



BRICK PAVERS

We are one of Polk County's premier brick paver contractors. Over our 15 years of installing brick pavers, we've secured hundreds of satisfied customers. We understand outdoor living is fundamental aspect to living in Florida, which is why we offer a wide selection of tools to enhance your time outside, including pool decks, patios, fire pits, outdoor kitchens and more!



LIGHT CONSTRUCTION

Prince and Sons can provide and assist in your residential home building with clearing, backfilling, final grades and driveway cut-outs. We currently work with many of Central Florida's leading residential contractors and also provide hauling and clearing for residential customers.



IRRIGATION & WATER MANAGEMENT

Commercial irrigation systems are sophisticated technology that requires special certifications to install and operate. The key is to choose irrigation installation and maintenance experts who have comprehensive knowledge and expertise. From older systems that are frequently in need of repairs and updates to the installation of the latest technology, you want a company that can handle it all.



COMMERCIAL TREE CARE

Proper care of your trees is an investment that will lead to substantial returns, such as reducing air conditioning costs, controlling erosion, and shielding your property from damaging winds. Our experts help protect your trees throughout their lifespan including damage due to storms and lightning.

PROPERTY NEEDS

Maintaining a property is not just “mowing and blowing” at Prince and Sons. Our team integrates a full **BMP (Best Management Practices) Program** to make the property look its best. This program addresses the most important aspects of plant health.

THESE PLANT HEALTH PRACTICES INCLUDE:

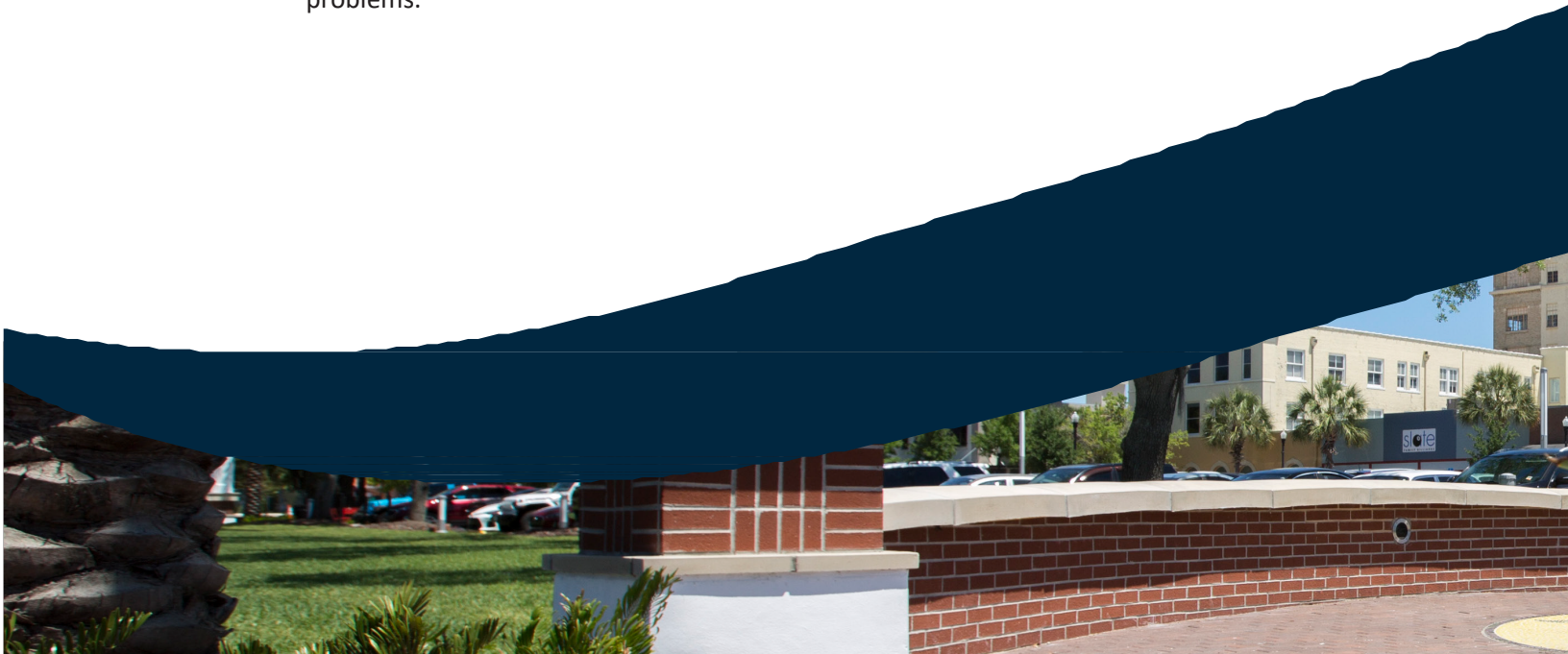
1

The Plant Enhancement Team makes sure that all aspects of the environment are included to make recommendations to the client to get the right plant in the right place while still providing the aesthetics that the client prefers. The long-term value of a landscape depends on how well it performs for its objectives.

Performance is often directly related to matching a site's characteristics and a client's desires with plant requirements. Therefore, the first step in selecting plants for a landscape is to conduct a site evaluation, which may consist of studying planting site characteristics such as the amount of sun or shade, soil type, pH, soil compaction, slope, and water drainage. These characteristics will most likely differ between areas on the same property.

2

The Irrigation/ Water Management Team knows that the most important thing to keeping plants healthy is providing proper irrigation practices. Using proper irrigation system design, installation, management, and maintenance practices provides a multitude of benefits. These benefits include saving money, using irrigation efficiently, a healthy and more drought and pest-resistant landscape, and protecting the state's water resources. By understanding the irrigation system, Prince and Sons can save the client money and help protect ground water supplies and water quality. Proper maintenance extends the life of an irrigation system and helps it to perform optimally. Maintenance begins with a visual observation of the system and the plants. Brown spots, unnaturally green grass, certain types of weeds, and soggy spots are indicators of problems.



3

The Fertilization/ Pest Control Team is one of the key management practices in establishing and maintaining healthy, actively growing turf grass. The desires and budget of the individual owner/ HOA often dictate the level of fertility management. Integrated Pest Management (IPM) is part of each property for Prince and Sons. This method will include reducing pest management expenses, conserving energy, and reducing the risk of exposure to people, animals, and the environment. Its main goal, however, is to reduce pesticide use by using a combination of tactics to control pests, including cultural, biological, genetic, and chemical controls.

4

The Maintenance Team will continuously serve your property with the same crew leaders and team to provide a clean, professional, and healthy appearance to the property that will improve the enjoyment of the residences and property values.

Mowing is an important maintenance operation. Mowing at the correct height increases turf density and root health and suppresses weeds. A dense turf impedes storm water runoff. A healthy root system ensures that water and nutrients are absorbed and not wasted. Fewer weeds mean less need for herbicides. Clean, well- kept, weed-free mulch beds and properly manicured landscape plants/ trees will be part of any maintenance plan. Seasonal color is always a nice touch.



REFERENCES

Winter Garden Village

Prince and Sons is a professional, consistent, and reliable landscape maintenance company. They always leave the jobs clean and complete. The health of our plants has consistently improved as P&S has properly maintained, fertilized and irrigated. What may separate them more than anything is their customer service. They are accommodating, respectful, and responsive to our needs.

We highly recommend Prince and Sons for all of your landscaping, irrigation, and maintenance needs.

Kerri A. Ryan, LEED GA *Director of Property Management SITE Centers Corp.*



Bonnet Springs Park





RiverCrest



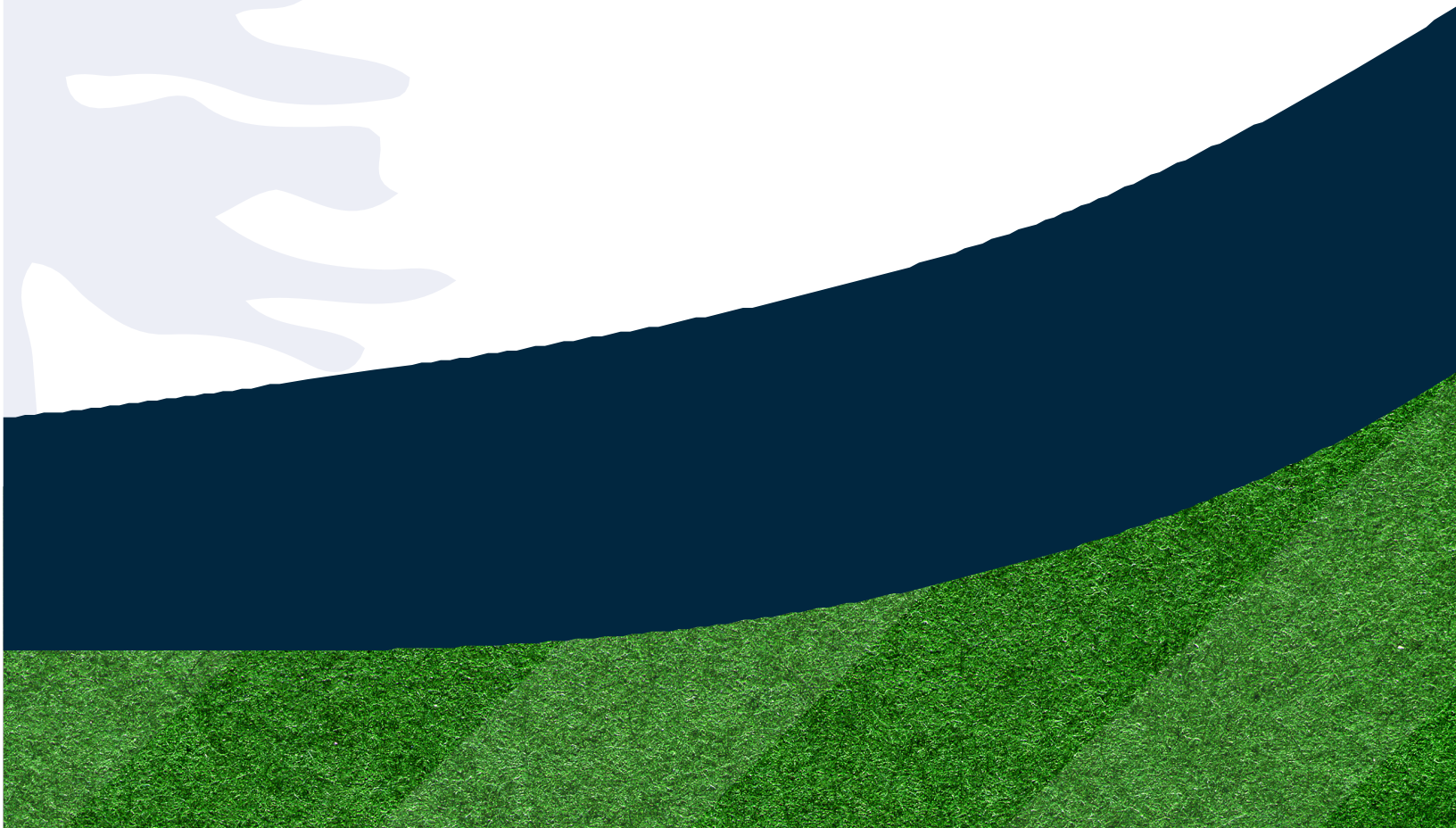
Riverstone



Windward CDD



MAINTENANCE PROPOSAL



Landscape Maintenance Proposal

PACIFIC ACE CDD

June 30, 2025

PACIFIC ACE CDD
c/o Jorge Miranda
Empire Management

We sincerely appreciate the opportunity to propose how Prince and Sons can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

LANDSCAPE MAINTENANCE FOR COMMON GROUNDS EXCLUDING PHASE 5

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$10,220	\$122,640
Shrub Fertilization	\$275	\$3,300
Irrigation Inspection	\$500	\$6,000
Pond Discing (Quarterly)	\$700	\$8,400
<u>TOTAL</u>	<u>\$11,695</u>	<u>\$140,340</u>

LANDSCAPE MAINTENANCE FOR AMENITY

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$650	\$7,800
Shrub Fertilization	\$40	\$480
Irrigation Inspection	\$110	\$1,320
<u>TOTAL</u>	<u>\$800</u>	<u>\$9,600</u>
<u>COMBINED TOTAL AMENITY & COMMON</u>	<u>\$12,495</u>	<u>\$149,940</u>

LANDSCAPE MAINTENANCE FOR COMMON GROUNDS PHASE 5

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$1,800	\$21,600
Shrub Fertilization	\$30	\$360
Irrigation Inspection	\$50	\$600
<u>TOTAL</u>	<u>\$1,880</u>	<u>\$22,560</u>

ADDITIONAL SERVICES

Service	Est. # of Units	Price Per Unit	TOTAL
Mulch	250	\$58	\$14,500
Palm Pruning	50	\$55	\$2,750
Annual Flowers	TBD	\$2	TBD

Landscape Maintenance Program

Scope of Services

TURF CARE

Mowing	Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance <u>40 times</u> per calendar year (St. Augustine). It is anticipated that mowing services shall be provided weekly during the growing season <u>May through September</u> and every other week during the non-growing season or as needed <u>November through April</u> . Bahia lake and pond banks will be mowed <u>30 times</u> per year.
Trimming	Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.
Edging	All turf edges of walks, curbs, and driveways shall be performed every mowing (<u>40 times</u> per year). A soft edge of all bed areas will be performed every month. A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.
Fertilization	Bahia turf areas may be fertilized at an additional cost that is outside of the scope of work for this contract.

TREE, SHRUB, AND GROUNDCOVER CARE

Pruning	All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of <u>10 times</u> per year to ensure the following: • Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic. • Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs. • The removal of dead, diseased, or injured branches and palms will be performed as needed • Ground covers and vines can maintain a neat and uniform appearance.
Weeding	Weeds will be removed from all plant, tree, and flower beds <u>18 times</u> per year. This incorporates <u>2 times</u> per month during the growing season and <u>1 time</u> per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.
Fertilization	Palms and hardwood trees will be fertilized <u>2 times</u> per year. Shrubs and groundcovers will be fertilized <u>4 times</u> per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.
Insect, & Disease Control	All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored, and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. Prince and Sons does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

IRRIGATION

Overview	At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. Prince and Sons will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. Prince and Sons is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.
Inspections	All irrigation zones shall be inspected <u>1 time</u> per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.
Repairs	Any repairs that have been caused by Prince and Sons will be repaired at no cost. All repairs to the irrigation system other than those caused by Prince and Sons will be performed on a time and materials basis with the hourly labor rate being <u>\$60.00</u> per hour. Faults and failures of the irrigation system communicated to Prince and Sons will be addressed in a fair and responsible time, but Prince and Sons cannot guarantee a specific time response.

MISCELLANEOUS

Clean-Up	All non-turf areas will be cleaned with a backpack or street blower to remove debris created by landscaping process. All trash shall be picked up throughout the common areas before each mowing <u>40 times</u> per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.
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OPTIONAL ITEMS & ADDITIONAL SERVICES

- Landscape design & installation
- Annual flower bed design & installation
- Thin & prune trees over 10' in height
- New plant installation
- Sodding and/or Seeding
- Mulching
- Prune Palms over 15' of clear trunk
- Leaf clean-up



Contact Us

863-422-5207
info@princeandsonsinc.com

Corporate (Orlando/Polk County)
200 South F Street
Haines City, FL 33844

Tampa Division
9513 US 92 East
Tampa, FL 33610

Orlando Division
14645 Boggy Creek Rd.
Orlando, FL 32824

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

6B

Project Name:		PACIFIC ACE CDD		4 PHASES & AMENITY		
Project Bidders		MONTHLY				
	AMENITY	PHASE 1-4	MULCH PER CYD	TOTAL ANNUALLY		
Prince and Sons	\$ 800.00	\$ 11,055.00	\$ 58.00	\$ 142,260.00		
Flora Lawn	\$ 1,452.67	\$ 7,736.59	\$ 55.00	\$ 110,271.12		
Evergreen	\$ 750.00	\$ 7,660.00	\$ 75.00	\$ 100,920.00		

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

7

PROPERTY SCHEDULE

[illegible]

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

8



a Pape-Dawson company

August 1, 2025

Via Email

Craig Wrathell
Managing Member
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
wrathellc@whhassociates.com
Kristen Suit: suitk@whhassociates.com
Jennifer Kilinski, jennifer@cddlawyers.com

Subject: Proposal
Pacific Ace Community Development District (CDD)
Lake County, Florida
Parcel ID(s): 14-24-26-0003-000-00200; 14-24-26-0003-000-00400;
13-24-26-0003-000-00300; 23-24-26-0002-000-00401;
23-24-26-0001-000-01500; 23-24-26-0002-000-00800;
23-24-26-0001-000-00400; 23-24-26-0002-000-05300
Poulos & Bennett Job No.22-001B

Dear Mr. Wrathell:

Pursuant to your request, Poulos & Bennett, LLC, is pleased to provide this Proposal for professional civil engineering services for the Pacific Ace Property located in Lake County, Florida. The property consists of approximately $\pm$ 377 acres and is identified by the Lake County Property Appraiser's Parcel ID's listed above (Property).

All services shall be accomplished in accordance with the Terms and Conditions of the Professional Engineering Services Agreement dated February 21, 2025.

Poulos & Bennett, LLC (Poulos & Bennett) and Pacific Ace CDD (Client) enter into this Proposal as follows:

SCOPE OF SERVICES

A. CDD Maintenance Map (22-001B.04)

Poulos & Bennett shall prepare a map depicting the Client maintenance responsibilities within the Pacific Ace subdivision. The maintenance map will be based on information gathered from the construction plans, the developer, authorities having jurisdiction (AHJ) and the Client's management company. The maintenance map will be provided to the Client in both PDF and CAD format.

FEE SCHEDULE

Task Number	Description	Amount	
		Lump Sum	Hourly Fee Estimates in Accordance with Exhibit 'B'
.04	CDD Maintenance Map	\$4,000.00	---
.993	Reimbursable Expenses	---	\$500.00

Hourly services will be billed in accordance with the hourly rate schedule attached as Exhibit B.

ADDITIONAL SERVICES (22-001B.98)

Services not specifically included in the Scope of Services will be performed upon the authorization of the Client on an hourly basis in accordance with the Hourly Rate Schedule attached as Exhibit B.

REIMBURSABLE EXPENSE (22-001B.99)

Reimbursables will be charged on a direct cost basis. Reimbursables shall include, but not be limited to, all print and reproduction costs associated with reports, prints and reproducibles, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

Should you have any questions regarding the information included in this Proposal, please do not hesitate to contact us. Please return a signed copy of this Proposal for our records.

We appreciate the opportunity to present this Proposal for professional civil engineering services.

Sincerely,



R. Lance Bennett, P.E.
Partner
Poulos & Bennett, LLC

AMS:lab

Attachment: Work Order #4

Proposal
Pacific Ace Community Development District (CDD)
Lake County, Florida
Parcel ID(s): 14-24-26-0003-000-00200; 14-24-26-0003-000-00400;
13-24-26-0003-000-00300; 23-24-26-0002-000-00401;
23-24-26-0001-000-01500; 23-24-26-0002-000-00800;
23-24-26-0001-000-00400; 23-24-26-0002-000-05300
Poulos & Bennett Job No.22-001B

I agree to the terms and conditions listed above.

Signature Date

Printed Name

Company

EXHIBIT "B"
POULOS & BENNETT, LLC
2025 HOURLY RATE SCHEDULE

EXPERT WITNESS	2x Std Rate
PRINCIPAL	\$300
EXECUTIVE TEAM LEADER	\$275
PRACTICE TEAM LEADER	\$260
PROFESSIONAL SURVEYOR & MAPPER	\$250
SENIOR PROJECT MANAGER	\$240
PLANNING TEAM LEADER	\$235
SURVEY FIELD CREW (3) PERSON	\$230
SENIOR PROJECT ENGINEER	\$230
PROJECT MANAGER	\$200
PROJECT MANAGER – DEVELOPMENT SERVICES	\$190
PROJECT MANAGER – SURVEY	\$190
SURVEY FIELD CREW (2) PERSON / PARTY CHIEF	\$185
GIS MANAGER	\$175
SENIOR PLAT MANAGER	\$160
PROJECT ENGINEER	\$160
SENIOR PLANNER	\$155
CAD MANAGER	\$155
DEVELOPMENT COORDINATOR	\$150
SENIOR CAD DESIGNER	\$150
SENIOR COMMUNITY DESIGNER	\$150
PROJECT PLANNER	\$145
PLANNING / 3D GRAPHICS TECHNICIAN	\$145
PLAT MANAGER	\$140
STAFF ENGINEER	\$140
GIS ANALYST	\$135
SENIOR PROJECT COORDINATOR	\$135
CAD TECHNICIAN – SURVEY	\$135
CAD TECHNICIAN	\$125
STAFF PLANNER	\$120
PROJECT COORDINATOR	\$110
ADMINISTRATIVE ASSISTANT	\$85
ENGINEERING INTERN	\$75

Work Authorization No.4

Pacific Ace Community Development District
Lake County, Florida

Subject: **Work Authorization Number 4**
Pacific Ace Community Development District PB22-001B

Dear Chairperson, Board of Supervisors:

Poulos & Bennett, LLC ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Pacific Ace Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated February 21, 2025 ("**Engineering Agreement**") as follows:

I. Scope of Work

Poulos & Bennett shall prepare a map depicting the Client maintenance responsibilities within the Pacific Ace subdivision. The maintenance map will be based on information gathered from the construction plans, the developer, authorities having jurisdiction (AHJ) and the Client's management company. The maintenance map will be provided to the Client in both PDF and CAD format.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$4,500.00. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer **with** regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

Pacific Ace
Community Development District

Poulos & Bennett, LLC



By _____
Authorized Representative

By R. Lance Bennett
Authorized Representative

Date: _____

Date: 08/01/2025

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

9

Lighting Services Agreement 25049DE1F

THIS LIGHTING SERVICES AGREEMENT (“Agreement”) is entered into by and between **Duke Energy One, Inc.**, a Delaware corporation, having a physical address at 3300 Exchange Place, Lake Mary, FL 32746 (Duke) and **Pacific Ace CDD**, a special-purpose government entity authorized by Chapter 190 of the Florida Statutes having a physical address at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (Customer). Duke and Customer are hereinafter each referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Customer desires for Duke to provide lighting equipment and services as a managed service (“Services”) to Customer at one or more of its locations (each a “Site”) as defined and set forth in the applicable Exhibits which shall be attached to this Agreement from time to time; and

WHEREAS, Duke is willing to provide certain specified equipment and the Services in accordance with the terms and conditions defined below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Services.** Duke shall provide various Services from time to time, including all of the following: (a) the installation of equipment as identified in an applicable Exhibit (the “Equipment”); (b) the operation of the Equipment; and/or (c) the maintenance, repair and replacement of the Equipment. The Services to be provided by Duke shall be described in an applicable Exhibit to this Agreement.
2. **Exhibits to the Agreement.** Each Exhibit shall be signed by both Parties. All Exhibits executed by the Parties that reference this Agreement are incorporated into this Agreement by reference and intended to be binding on the Parties hereto.
3. **Payment.** Duke’s compensation for the Services shall be described in the applicable Exhibit. Duke will bill Customer on a monthly basis or as Services are performed. Invoices shall be due and payable on terms specified in the applicable Exhibit. Overdue amounts shall be subject to a late fee each month equal to a percentage specified in the Exhibit for any unpaid balance.
4. **Term and Termination.**
 - A. The term of this Agreement shall continue for so long as any Exhibit remains in force and effect. Each Exhibit may specify a term for the provision of Services as specified in the applicable Exhibit (the “Exhibit Term”) to continue after the Commencement Date (as defined in the applicable Exhibit). This Agreement and each such Exhibit shall continue in force and effect unless otherwise terminated as provided herein. If either Party breaches any material provision of this Agreement or an Exhibit, including payment obligations, which material breach remains uncured for a period of thirty (30) days following receipt of written notice, the non-breaching Party may terminate this Agreement and such Exhibit and exercise all available remedies including, in the event of breach by the Customer, immediate removal by Duke of all its Equipment.

Customer shall have the right to terminate this Agreement by (a) providing a minimum of ninety (90) days written notice prior to termination; and (b) paying the termination fee (“Termination Fee”) specified in the applicable Exhibit. In addition to the Termination Fee, the Customer also shall pay the then current value of the Equipment at the Fair Market Value of the Equipment as determined pursuant to Section 4.D. below. In the event of any such termination, Duke shall be

paid for all Services provided prior to the effective date of termination in addition to the applicable Termination Fee. Upon Duke's receipt of payment in full of all of Customer's payment obligations, including the applicable Termination Fee and the Fair Market Value of the Equipment, all of Duke's right, title and interest in the Equipment shall transfer to Customer, "AS IS, WHERE IS" with no Duke warranty, express or implied, concerning the operation or maintenance of the Equipment after the transfer of title to the Customer. Customer agrees to indemnify Duke from any and all claims, obligations and liabilities arising from such Equipment after such termination date.

- B. Each Exhibit also shall be terminated immediately upon the occurrence of: (i) insolvency of either of the Parties, and (ii) changes in laws, regulations or governmental restrictions which would make the providing of the applicable Services impossible or impractical for Duke, or (iii) any act of Customer challenging or conflicting with Duke's title to or rights in the Equipment.
- C. Duke may terminate this Agreement for its convenience and benefit by providing at least ninety (90) days prior written notice to Customer. Such termination by Duke shall not relieve Customer of Customer's obligation to pay Duke for Services performed up to the date of termination. Upon such termination, Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke Energy from any and all claims, obligations and liabilities arising from such Equipment after such termination date.
- D. At least ninety (90) days prior to the expiration of the Exhibit Term of each Exhibit or any extensions, Customer shall send notice to Duke of its choice of the options indicated below. If Customer fails to issue such notice in a timely manner, or if the option selected by Customer is not accomplished within a period not to exceed sixty (60) days after the date Customer's notice is received, Duke may, at its option and in Duke's sole discretion, abandon the Equipment in place. Such abandonment will serve to transfer title and all rights and obligations incident thereto to Customer. Customer agrees to accept title to any Equipment so abandoned on an "AS IS, WHERE IS" basis. With the issuance of timely notice, Customer has the option to:
 - (i) Request that Duke remove the Equipment from the Site, solely at Customer's expense and at no cost or expense to Duke; or
 - (ii) Enter into a new Exhibit under the terms agreeable to both Parties in each Party's discretion;

As used in this Section, including the circumstances of Customer's termination of an Exhibit before the Exhibit Term has expired under Section 4.B., the term "**Fair Market Value**" shall mean the price which a willing buyer (who is neither a lessor (whether or not in possession), nor lender (whether or not in possession) nor a used equipment dealer) would pay for the Equipment in an arm's length transaction to a willing seller under no compulsion to sell; provided however, that in such determination:

- (i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement;
- (ii) the Equipment will be valued on an installed and in place basis; and
- (iii) costs of removal of the Equipment from the current location shall not be a deduction from such valuation.

If the Parties are not able to agree on the Fair Market Value at least sixty (60) days prior to the expiration of the Exhibit Term or sixty (60) days prior to the early termination date elected by Customer under Section 4.B., Duke and customer shall agree upon an independent appraiser

(reasonably acceptable to Duke and Customer) to determine the Fair Market Value, and that determination shall be final, binding and conclusive on both Parties. Duke and Customer shall equally share all costs associated with any such appraisal.

5. **Customer's Duties.** Customer shall provide reasonable access to the Site at all times for Duke to perform the Services, including access for all vehicles (including, but not limited to, cranes and other heavy construction vehicles), tools, materials and supplies reasonably required for maintenance of the Equipment. Customer shall provide a location on the Site for installation of Equipment, as well as reasonable lay-down area to store parts and perform the Services. Any additional costs incurred by Duke due to inadequate access to the Site shall entitle Duke to an equitable adjustment in its installation schedule and the compensation. Customer shall promptly furnish Duke with all information necessary for Duke to perform the Services, and Duke shall be entitled to rely upon such information. Duke shall have the right to suspend Services or adjust the schedule accordingly due to inadequate access to the Site, if any necessary information is not promptly provided, or if the safety of any person or property might be jeopardized by continuing with the Services.
6. **Ownership Rights.** Duke shall retain title to all Equipment provided by Duke pursuant to this Agreement, including all enhancements and accessories thereto, notwithstanding the fact that the Equipment or any part thereof may become in any manner attached to, embedded in or resting on any real property or building of Customer. Customer shall take no affirmative actions that result in the Equipment, and all enhancements and accessions thereto, being encumbered by any liens, encumbrances, or claims of any kind. To evidence Duke's right, title and interest in and to the Equipment, Duke intends to file UCC-1 financing statements in such jurisdictions as Duke determines are reasonably necessary. In order to secure the due payment and performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of Customer to Duke, under this Agreement (including all schedules and Exhibits), including, without limitation, payment of the Termination Fee and Fair Market Value of equipment. Customer hereby grants to Duke a lien on and security interest in the Equipment and in all accessions and additions thereto and all substitutions and replacements thereof and all proceeds of the foregoing, including, without limitation, insurance proceeds. Customer hereby authorizes Duke, at Duke's expense, to file and record UCC-1 financing statements, continuation statements and such other notices and documents as may be necessary indicating the interest of Duke in the Equipment and/or to perfect, confirm, maintain or protect such security interest. Further, Customer agrees to execute and deliver to Duke such other instruments and documents as Duke shall reasonably request to evidence such interest of Duke in the Equipment and to perfect, confirm, maintain or protect such security interest. Customer shall not make any alterations, additions or improvements to the Equipment without Duke's prior written consent. Upon transfer of the Equipment to Customer or upon any termination of this Agreement or an Exhibit, Duke agrees to terminate any UCC-1 financing statements filed to secure Duke's interest in the Equipment within twenty (20) days after request by Customer.
7. **Financial Condition.** If Customer's financial condition declines in any material respect at any time during any Exhibit Term, such that Duke has reasonable grounds for concerns about its Equipment or Customer's ability to perform any of its obligations under this Agreement or an applicable Exhibit, Duke may request, in writing, and subject to a confidentiality agreement being in full force and effect, that Customer provide annual audited financial statements prepared in accordance with generally accepted accounting principles ("GAAP") and quarterly unaudited consolidated financial statements prepared in accordance with GAAP (subject to normal year-end adjustments and the omission of footnotes) within one hundred twenty (120) days after the end of each fiscal year and 60 days after the end of each fiscal quarter, as applicable, and in each case fairly presenting the financial condition of the Customer, and certified by the chief financial officer or other appropriate officer of the applicable entity; provided, however, in the event such entity is

required to make its annual audited and quarterly unaudited financial statements available to the public, then Duke shall use public sources to obtain such information.

8. **Safety.** Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area of the Site where any Equipment, in support of the Services, is stored or situated while Customer is performing work on the Site. Duke will ensure that all Occupational Safety and Health Act requirements are adhered to during construction, installation, maintenance, repair and replacement of the Equipment at the Customer's Site. Customer shall promptly notify Duke of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment, which come to Customer's attention. Customer shall not permit its employees, contractors or others to tamper with, adjust, or change any of the Equipment.
9. **Warranty.** Duke shall perform the Services (i) in a professional, safe, diligent, and workmanlike manner consistent with the highest industry standards, (ii) free of material defects and errors, (iii) in compliance with all applicable laws, rules, permits, approvals, codes, regulations, and ordinances, and (iv) in such a way as to minimize unreasonable interference with the operation of the Customer's Site. Duke shall obtain all federal, state, local and municipal permits, licenses and approvals required in connection with any construction, installation, or maintenance work. The Equipment provided by Duke shall be in good working order and free of material defects and errors. Except as otherwise provided in this Agreement or any applicable Exhibit, Duke makes no other warranties or representations, whether statutory, express, or implied.

WITH REGARD TO EQUIPMENT PROVIDED BY DUKE FOR CUSTOMER IN CONNECTION WITH DUKE'S PERFORMANCE OF THIS AGREEMENT, THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT ARE THOSE WARRANTIES, IF ANY, PROVIDED IN THIS AGREEMENT, ANY APPLICABLE EXHIBIT, AND THOSE MADE BY THE APPLICABLE MANUFACTURERS OF SUCH EQUIPMENT. DUKE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability.** EXCEPT FOR DUKE'S INDEMNIFICATION OBLIGATIONS IN SECTION 19 BELOW, DUKE'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF FEES FOR THE SERVICES AND EQUIPMENT, INCLUDING MONTHLY FEES AND ANY CAPITAL CONTRIBUTION, DEPOSIT OR OTHER CONSTRUCTION FEES ACTUALLY PAID BY CUSTOMER TO DUKE DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, AND CUSTOMER HEREBY RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

NEITHER DUKE NOR CUSTOMER SHALL BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE, ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT.

ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF DUKE SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF DUKE, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AFFILIATES.

THE PROVISIONS OF THIS SECTION 10 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

11. **Protection of Equipment.** Customer shall protect the Equipment from and shall be liable for loss or damage to the Equipment while the Equipment is on Customer's property, resulting from the gross negligence or intentional misconduct of Customer, vandalism or weather-related damage.
12. **Assignment; Subcontracting.** This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary; provided however, following an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. Duke may use subcontractors to perform the Services, but Duke shall continue to be responsible for the performance of the Services.
13. **Site Ownership.** Customer represents that it (i) owns the Site or has an easement interest in the Site for use of the Site and installation of the Equipment on the Site, and (ii) is authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest or right to occupy the Site, to the releases and limitations of liability set forth in this Agreement. If Customer fails to bind to this limitation any third party having, or hereafter acquiring, any interest in the Site, Customer agrees to indemnify, defend and hold Duke harmless from and against such liability to the extent that it would cause Duke's total liability to exceed the limit of liability stated in this Agreement.
14. **Waiver.** The failure of either Party to insist upon performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such a right in the future.
15. **Confidentiality.** Information disclosed by either Party to the other may include confidential or proprietary information of such Party or third parties to whom it is bound by written obligations of confidentiality ("Confidential Information"). If such Confidential Information is specifically labeled as proprietary or confidential, the Party receiving such Confidential Information shall keep it in confidence and shall not disclose it to any third party for a period ending two (2) years after completion of the applicable Services. Neither Party shall be obligated to maintain the confidentiality of any Confidential Information if: (a) the information was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no legal obligation to protect the confidentiality of such information; (b) the information is independently developed by the receiving Party without the utilization of the Confidential Information; (c) the information is or becomes public knowledge without the fault of the receiving Party; (d) the information is or becomes available to the receiving Party from another source without breach of any legal obligation to protect such information; or (e) the information is further disclosed by the receiving Party pursuant to a legal or other governmental requirement and the receiving Party gives reasonable prior notice to the disclosing Party of such legal or other government requirement to make such further disclosure, promptly in writing, and prior to making

any such disclosure, so that the disclosing Party may seek and obtain appropriate relief to limit or narrow disclosure and to obtain a protective order to prevent publication.

16. **Delays.** In no event shall Duke be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Duke's reasonable control, including but not limited to riot, war, public emergency, pandemic, fire, earthquake, acts of God, governmental restrictions, labor disturbances, strikes, delays in delivery of Equipment, or any act or failure to act by Customer or any third party. In such an event, Duke shall be entitled to an extension of time necessary to overcome the cause of the failure to perform or delay.
17. **Survival; Severability.** All Sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement or any Exhibit to this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.
18. **No Publication.** Customer shall not use Duke's name or the fact that Duke is performing Services for Customer in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke's prior written consent. Customer shall not use Duke's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted Customer a license of, or granted Customer any rights in, any of the foregoing by entering into this Agreement.
19. **Insurance.** Duke represents and warrants that it has met all requirements under Florida law with regard to workers' compensation and automobile liability coverage. Duke is self-insured for workers' compensation, automobile liability and general liability coverage.
20. **Indemnification.** Duke shall indemnify, defend, protect, and hold harmless Customer, Customer's successors and assigns, and their respective members, managers, officers, directors, shareholders, employees, representatives, affiliates, attorneys, and agents from and against any and all claims, liabilities, and expenses (including litigation costs and reasonable attorney's fees) relating to accidents, injuries, loss, or damage of or to any person or property but only to the extent such claims, liabilities, and expenses arise from or are alleged to arise from the negligence or intentional misconduct of Duke or others acting on behalf of Duke in connection with the construction, installation, maintenance, repair, and replacement of the Equipment or other Services at the Customer's Site; provided, however, the foregoing shall not apply to the extent any claims, liabilities, and expenses arise from or are caused by the sole or concurring negligence or intentional misconduct on the part of Customer or others acting on behalf of Customer.
21. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the Parties at:

Duke Energy One, Inc.
3300 Exchange Place
Lake Mary, FL 32746

Attn: Dennis Bonet

Pacific Ace CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Attn: _____

22. **Entire Agreement.** The Parties acknowledge that this Agreement and all Exhibits agreed to by the Parties constitute the entire agreement between the Parties and supersede all previous agreements and understandings concerning the Services. The terms and conditions of any purchase order or the like issued by Customer are superseded by the terms and conditions of this Agreement.
23. **Counterparts; Facsimile and PDF signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by either facsimile signature or photocopy signature embodied in a pdf executed document shall be deemed to be (and shall have the same effect as) execution by original signature; provided however, the original signature must be transmitted to the other Party within five (5) calendar days following submission of a facsimile or pdf photocopied signature.
24. **Governing Law.** This Agreement shall be governed by the internal laws (as opposed to the conflict of law provisions) of the State of Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DUKE ENERGY ONE, INC.

PACIFIC ACE CDD

By: Dennis Bonet

By: _____

Title: Manager, Outdoor Lighting Sales

Title: _____

Date: _____

Date: _____

Exhibit Number 1

This **EXHIBIT NUMBER 1** (“**Exhibit 1**”) is entered into as of the (“Effective Date”) by and between **Pacific Ace CDD** (“Customer”) and **Duke Energy One, Inc.** (“Duke”). This Exhibit is issued pursuant to the Lighting Services Agreement dated as of August 14, 2025 which is hereby incorporated in Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein. However, in the event of any conflict between the terms and conditions of the Lighting Services Agreement and this Exhibit 1, this Exhibit 1 shall prevail.

Duke and Customer intend for Duke to construct and install the Equipment at the Site in accordance with (i) the lighting plans set forth in Exhibit A attached hereto; provided, however, the lighting plans subject to revision upon mutual agreement of Duke Energy and customer, and (ii) the estimated construction schedule set forth in Exhibit B attached hereto.

Scope of Services:

Duke shall design, procure, construct, install, own, maintain, repair, and replace the roadway lighting fixtures and related equipment (“Equipment”) at Customer’s facility located at The Sanctuary PH2 and PH3, 2717 Sanctuary Drive, Clermont, FL 34714 (“Site”) to provide the Equipment and Services as a managed service for the Exhibit Term defined below.

Duke shall provide the labor, supervision, equipment, materials and transportation necessary for the design, procurement, construction, installation, maintenance, repair, and replacement of the Equipment at the Customer’s Site (the “Services”). Customer shall provide, at no cost to Duke, any plans, specifications, drawings, or information that may be necessary or useful in the performance of the Services that are in Customer’s possession.

Customer acknowledges that Duke Energy uses and designs lighting to meet Illumination Engineering Society (IES) lighting standards and municipal lighting ordinances. Customer may assume responsibility for lower standards by providing a supplementary waiver.

Customer accepts responsibility for any potential Site conflicts interfering with lighting delivery. In case Customer chooses solar lighting products, Customer understands and acknowledges that solar lighting requires direct sunlight. Customer accepts responsibility for tree locations and maintenance or other conflicts that may interfere with solar collection.

The Equipment shall only be approved for use by Customer upon: (i) completion of installation, (ii) connection to Duke’s electric facilities and (iii) testing by Duke. Duke shall test the Equipment to ensure that it is in proper working order. The Exhibit Term will begin on the date the installation is complete and the Equipment has been successfully tested by Duke (“Commencement Date”). In the event Customer is unable to provide a time for the Equipment to be tested within thirty (30) days immediately following completion of the installation activities, the Commencement Date will be established as the 31st day following completion of installation. Duke shall confirm the Commencement Date in writing in such form as may be reasonably requested by Customer at any time after the Commencement Date has occurred.

Warranty and Maintenance:

Duke shall provide warranty service and maintenance for proper operation of light fixtures, poles, and related equipment. Not covered under this Agreement are non-operation due to loss of electrical source voltage supply or physical damage to light fixtures and related equipment due to vehicle impact, vandalism,

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or acts of nature. Necessary repairs or replacement will be billable based on labor, material and equipment required.

Equipment to be Installed per Photometry dated 8-14-2025:

Quantity	Product Description
49	54W LED Open Town & Country Light Fixtures, 3000K with Smart Control
49	22' OAL Black Aluminum Direct Bury Light Poles

Additional Information:

- Permits or associated fees are not included.
- Site restoration including landscape or irrigation removal, replacement or repair is excluded.

Customer Responsibilities:

Customer will be responsible for the coordination of the following pertaining to the installation and testing of the Services or Equipment.

1. Provide best available drawings of the existing facilities at the Site.
2. Provide reasonable and timely access to the Site.
3. Obtain necessary approvals and perform all coordination and communications as required of property owner and/or building tenants to allow Duke to perform its obligations under this Exhibit, if Customer is not the Site owner.
4. Provide an acceptable date for testing the Equipment within thirty (30) days of the completion of installation activities.
5. Make payment for repairs due to vandalism at Duke's cost invoiced to Customer for Duke's time and material.

Compensation and Term:

Duke will provide the Services to the Customer for a firm monthly fee of \$3,358 (Thirty-Three Hundred Fifty-Eight Dollars) per month plus applicable taxes for two hundred and forty (240) months ("**Exhibit Term**") as detailed in the Statement of Work. The Exhibit Term will begin on the date the installation is complete and Equipment has been commissioned ("Commissioning Date"). Customer agrees to pay \$37,331 as a construction-related capital deposit or payment prior to commencement of construction. In addition, customer agrees to pay \$245 for removal and \$125 for disposal of each solar light poles as required. At the end of the Exhibit Term, ownership of the Equipment will transfer to the Customer at no additional cost to the Customer. Upon termination of the Exhibit Term the Customer may elect to authorize a maintenance service agreement with Duke for the light fixtures at a rate to be negotiated in good faith.

All payments will be due and payable within thirty (30) days of the date of the invoice, including the payment of any applicable Termination Fee (defined below). Overdue amounts will be assessed a late payment charge of 1.5% each month for any unpaid balance, or as set forth under Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act, if Customer is a local government entity.

IN WITNESS WHEREOF, the Parties have caused this **Exhibit 1** to be executed by their duly authorized representatives as of the date first above written.

PACIFIC ACE CDD

DUKE ENERGY ONE, INC.

By: _____
(type/print): _____
Title: _____
Phone: _____

By: _____
(type/print): Dennis Bonet
Title: Manager, Outdoor Lighting Sales
Phone: (407) 942-9368

Acceptance Certificate

Pacific Ace CDD, a Florida corporation (Customer) agrees that the Equipment provided by Duke in **Exhibit 1** of the Lighting **Services Agreement** executed by the Parties has:

- i. been completely installed,
- ii. been properly connected to the electric facilities, and
- iii. successfully completed and passed testing by Duke.

Customer acknowledges that the Equipment has been installed at **The Sanctuary PH2 and PH3, 2717 Sanctuary Drive, Clermont, FL 34714** ("Site") in accordance with the standards/parameters as established in the **Exhibit 1**.

The acceptance date of the Equipment provided under **Exhibit 1** to the **Lighting Services Agreement** is _____.

PACIFIC ACE CDD

By:

Title:

DUKE ENERGY ONE, INC.

By: _____
Dennis Bonet

Title: Manager, Outdoor Lighting Sales

PACIFIC ACE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2025**

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2025**

	General Fund	Debt Service Fund 2022	Debt Service Fund 2024	Capital Projects Fund 2022	Capital Projects Fund 2024	Total Governmental Funds
ASSETS						
Cash	\$ 249,166	\$ -	\$ -	\$ -	\$ -	\$ 249,166
Investments						
Revenue	-	120,210	95,511	-	-	215,721
Reserve	-	127,488	288,993	-	-	416,481
Capitalized interest	-	-	1	-	-	1
Sinking	-	9	-	-	-	9
Construction	-	-	-	605,918	309,904	915,822
Interest	-	9	12,169	-	-	12,178
Undeposited funds	5,813	-	2,843	-	-	8,656
Accounts receivable	-	-	499	-	-	499
Due from Landowner	33,071	-	-	-	-	33,071
Due from other	355	-	-	1,420	-	1,775
Due from individual lot holders	18,603	-	18,034	-	-	36,637
Due from capital projects fund	2,643	-	-	-	-	2,643
Deposit	1,935	-	-	-	-	1,935
Total assets	<u>\$ 311,586</u>	<u>\$247,716</u>	<u>\$418,050</u>	<u>\$607,338</u>	<u>\$309,904</u>	<u>\$ 1,894,594</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 2,190	\$ -	\$ -	\$ -	\$ -	\$ 2,190
Due to Landowner	2	-	-	-	-	2
Due to general fund	-	-	-	2,643	-	2,643
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>8,192</u>	<u>-</u>	<u>-</u>	<u>2,643</u>	<u>-</u>	<u>10,835</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	52,795	-	18,034	-	-	70,829
Total deferred inflows of resources	<u>52,795</u>	<u>-</u>	<u>18,034</u>	<u>-</u>	<u>-</u>	<u>70,829</u>
Fund balances:						
Restricted for:						
Debt service	-	247,716	400,573	-	-	648,289
Capital projects	-	-	-	604,695	309,904	914,599
Assigned:						
Irrigation system and wells	6,000	-	-	-	-	6,000
Monument signage/entry hardscape	14,000	-	-	-	-	14,000
Pool/deck/pool equipment/cabana	16,666	-	-	-	-	16,666
Fencing/pavilions	5,000	-	-	-	-	5,000
Playground	6,666	-	-	-	-	6,666
Amenity parking lot	8,000	-	-	-	-	8,000
Unassigned	194,267	-	-	-	-	194,267
Total fund balances	<u>250,599</u>	<u>247,716</u>	<u>400,573</u>	<u>604,695</u>	<u>309,904</u>	<u>1,813,487</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 311,586</u>	<u>\$247,716</u>	<u>\$418,607</u>	<u>\$607,338</u>	<u>\$309,904</u>	<u>\$ 1,895,151</u>

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 329,721	\$ 444,054	74%
Assessment levy: off-roll	-	157,471	229,081	69%
Lot closing assessments	13,879	114,349	-	N/A
Landowner contribution	-	28,099	113,968	25%
Total revenues	<u>13,879</u>	<u>629,640</u>	<u>787,103</u>	80%
EXPENDITURES				
Professional & administrative				
Supervisors	215	615	-	N/A
Management/accounting/recording	4,000	40,000	48,000	83%
Legal	7,133	34,532	15,000	230%
Engineering	1,300	11,357	3,000	379%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	167	1,417	1,000	142%
Trustee	-	4,246	5,000	85%
Telephone	17	166	200	83%
Postage	353	667	500	133%
Printing & binding	42	417	500	83%
Legal advertising	3,931	5,197	1,500	346%
Annual special district fee	-	175	175	100%
Insurance	-	6,161	6,500	95%
Contingencies/bank charges	111	1,068	500	214%
Meeting room rental	-	268	3,000	9%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>17,269</u>	<u>106,991</u>	<u>92,040</u>	116%
Operations and Maintenance				
Management and administration				
O&M accounting services	458	4,583	5,500	83%
Insurance (property coverage only)	-	9,819	30,000	33%
Management services	7,666	31,333	46,000	68%
Office supplies/printing binding	-	-	1,750	0%
Grounds/building maintenance				
General maintenance	450	21,395	7,000	306%
Irrigation repairs	-	3,838	5,000	77%
Well/pump maintenance repair	-	-	5,000	0%
Landscape contract	12,280	122,800	156,000	79%
Landscape extras - replacement, mulch, annuals	-	16,880	24,000	70%
Tree trimming	2,875	3,415	2,500	137%
Pressure washing	-	-	5,000	0%
Aquatic maintenance/monitoring	1,614	16,140	20,000	81%
Fence/wall/lighting repairs	-	-	2,000	0%
Solar lighting/street poles	-	5,390	109,000	5%

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Operations and Maintenance (continued)				
Recreational - amenity				
Insurance amenity	8,830	9,698	-	N/A
Facility management	2,403	6,403	24,000	27%
Holiday decorations	-	2,900	4,500	64%
Electric - amenity	897	2,355	10,000	24%
Domestic water/sewer - amenity	474	5,771	6,000	96%
Irrigation reclaimed - amenity	420	3,174	6,000	53%
Telephone/cable/internet - amenity	135	714	3,000	24%
Clubhouse general maintenance	1,386	3,083	4,500	69%
Playground maintenance/repair/mulch	-	-	4,500	0%
Pool permits/licenses	-	-	800	0%
Pool service contract	-	-	23,000	0%
Pool and splash pad repairs/maintenance	-	-	4,500	0%
Janitorial service contract	-	-	22,000	0%
Refuse - pet station service contract	691	984	10,000	10%
Landscape seasonal (annuals & mulch)	-	-	5,000	0%
Landscape contingency	-	6,675	-	N/A
Fitness equipment lease (if applicable)	2,477	25,144	40,000	63%
Termite bond/pest control	300	300	1,400	21%
Security				
Alarm monitoring	3,310	26,107	28,000	93%
Electronic access cards	-	-	1,000	0%
Utilities				
Electric - common areas/irrigation meters	59	466	6,000	8%
Electric - lift station	43	1,123	3,600	31%
Electric - street lights	1,274	12,241	26,400	46%
Irrigation - common areas	2,354	15,422	-	N/A
Total field operations	<u>50,396</u>	<u>358,153</u>	<u>652,950</u>	55%
Other fees & charges				
Tax collector	-	6,594	13,877	48%
Total other fees & charges	-	6,594	13,877	48%
Total expenditures	<u>67,665</u>	<u>471,738</u>	<u>758,867</u>	62%
Excess/(deficiency) of revenues over/(under) expenditures	(53,786)	157,902	28,236	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Fund balances - beginning	304,385	92,697	28,096	
Assigned				
Irrigation system and wells	6,000	6,000	6,000	
Monument signage/entry hardscape	14,000	14,000	14,000	
Pool/deck/pool equipment/cabana	16,666	16,666	16,666	
Fencing/pavilions	5,000	5,000	5,000	
Playground	6,666	6,666	6,666	
Amenity parking lot	8,000	8,000	8,000	
Unassigned	194,267	194,267	-	
Fund balances - ending	<u>\$ 250,599</u>	<u>\$ 250,599</u>	<u>\$ 56,332</u>	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 264,864	\$ 263,200	101%
Interest	742	9,725	-	N/A
Total revenues	<u>742</u>	<u>274,589</u>	<u>263,200</u>	104%
EXPENDITURES				
Debt service				
Principal	-	85,000	85,000	100%
Interest	-	170,596	170,596	100%
Total debt service	<u>-</u>	<u>255,596</u>	<u>255,596</u>	100%
Other fees & charges				
Tax collector	-	5,297	8,225	64%
Total other fees and charges	<u>-</u>	<u>5,297</u>	<u>8,225</u>	64%
Total expenditures	<u>-</u>	<u>260,893</u>	<u>263,821</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	742	13,696	(621)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(410)	(4,386)	-	N/A
Total other financing sources	<u>(410)</u>	<u>(4,386)</u>	<u>-</u>	N/A
Net change in fund balances	332	9,310	(621)	
Fund balances - beginning	246,826	238,406	215,297	
Fund balances - ending	<u>\$ 247,158</u>	<u>\$ 247,716</u>	<u>\$ 214,676</u>	

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ 999	\$ 54,385
Lot closing assessments	11,619	43,826
Interest	1,356	7,856
Total revenues	<u>13,974</u>	<u>106,067</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	200,010
Interest	-	125,421
Total debt service	<u>-</u>	<u>325,431</u>
Other fees & charges		
Trustee fee	-	5,925
Total other fees and charges	<u>-</u>	<u>5,925</u>
Total expenditures	<u>-</u>	<u>331,356</u>
Excess/(deficiency) of revenues over/(under) expenditures	13,974	(225,289)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	801,297
Original issue discount	-	(960)
Underwriter's discount	-	(170,600)
Transfer in	-	557
Transfer out	(4,432)	(4,432)
Total other financing sources	<u>(4,432)</u>	<u>625,862</u>
Net change in fund balances	9,542	400,573
Fund balances - beginning	391,031	-
Fund balances - ending	<u>\$400,573</u>	<u>\$ 400,573</u>

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,923	\$ 20,911
Total revenues	<u>1,923</u>	<u>20,911</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,923	20,911
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>410</u>	<u>4,386</u>
Total other financing sources/(uses)	<u>410</u>	<u>4,386</u>
Net change in fund balances	2,333	25,297
Fund balances - beginning	<u>602,362</u>	<u>579,398</u>
Fund balances - ending	<u><u>\$ 604,695</u></u>	<u><u>\$ 604,695</u></u>

**PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,033	\$ 13,823
Total revenues	<u>1,033</u>	<u>13,823</u>
EXPENDITURES		
Construction costs	438	7,437,054
Total expenditures	<u>438</u>	<u>7,437,054</u>
Excess/(deficiency) of revenues over/(under) expenditures	595	(7,423,231)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	7,728,703
Transfer in	4,432	4,432
Total other financing sources/(uses)	<u>4,432</u>	<u>7,733,135</u>
Net change in fund balances	5,027	309,904
Fund balances - beginning	304,877	-
Fund balances - ending	<u><u>\$ 309,904</u></u>	<u><u>\$ 309,904</u></u>

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Pacific Ace Community Development District held Public Hearings and a Regular Meeting on July 17, 2025 at 2:00 p.m., at the Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711.

Present:

Jeff Myers	Assistant Secretary
Steve White	Assistant Secretary
Susan Carter	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jordan Lansford	Wrathell, Hunt and Associates, LLC
Mary Grace Henley (via telephone)	District Counsel
Alex Makransky (via telephone)	Kilinski Van Wyk
Alex Sorondo (via telephone)	District Engineer
Jorge Miranda (via telephone)	Empire Management
Oscar Trujillo	Empire Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 2:00 p.m.

Supervisors Carter, White and Myers were present. Supervisors McConn and Dare were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2025/2026 Budget**

38 **On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the**
39 **Public Hearing was opened.**

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42 **A. Proof/Affidavit of Publication**

43 **B. Consideration of Resolution 2025-11, Relating to the Annual Appropriations and**
44 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2025, and Ending**
45 **September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date**

46 Ms. Suit presented Resolution 2025-11. She reviewed the proposed Fiscal Year 2026
47 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025
48 budget, and explained the reasons for any changes. Expenses will be funded from on-roll and off-
49 roll assessments and Landowner contributions.

50 No affected property owners or members of the public spoke.

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52 **On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the**
53 **Public Hearing was closed.**

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55 **On MOTION by Mr. Myers and seconded by Mr. White, with all in favor,**
56 **Resolution 2025-11, Relating to the Annual Appropriations and Adopting the**
57 **Budgets for the Fiscal Year Beginning October 1, 2025, and Ending September**
58 **30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was**
59 **adopted.**

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62 **FOURTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2025/2026, Pursuant to Florida Law

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68 **On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the**
69 **Public Hearing was opened.**

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72 **A. Proof/Affidavit of Publication**

73 **B. Mailed Notice(s) to Property Owners**

C. Consideration of Resolution 2025-12, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2025-12.

No other affected property owners or members of the public spoke.

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

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, Resolution 2025-12, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2026 Budget Deficit Funding Agreement

Ms. Suit presented the Fiscal Year 2026 Budget Deficit Funding Agreement.

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the Fiscal Year 2026 Budget Deficit Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Poulos & Bennett, LLC Work Authorization No.3

Ms. Suit presented Work Authorization No. 3.

It was noted that this is related to on-call work that is needed; the CDD will only be billed when services are rendered at the request of the CDD. Ms. Henley stated that the CDD has a

Continuing Services Agreement with Poulos & Bennet that stipulates they cannot perform any work without a prior work authorization.

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, Poulos & Bennett, LLC Work Authorization No.3, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-13,
Electing Officer(s) of the District and
Providing for an Effective Date**

Ms. Suit presented Resolution 2025-13. The purpose of this Resolution is to add Jordan Lansford as an Assistant Secretary. All prior appointments by the Board remain unchanged by this Resolution.

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, Resolution 2025-13, Electing Officer(s) of the District and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

**Ratification of The Car Store of West
Orange, Inc. Towing Services Agreement**

The Towing Policy was discussed.

On MOTION by Mr. White and seconded by Mr. Myers, with all in favor, The Car Store of West Orange, Inc. Towing Services Agreement, was ratified.

NINTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of May 31, 2025**

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the Unaudited Financial Statements as of May 31, 2025, were accepted.

TENTH ORDER OF BUSINESS

**Approval of May 15, 2025 Regular Meeting
Minutes**

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the May 15, 2025 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk PLLC

Ms. Henley discussed the solar lighting damaged by Hurricane Milton and the Board's prior decision to not keep the lights due to insurability issues related to the poles. A Demand Letter was received from RET. District Counsel's recommendation is not to respond to or pay as District Counsel does not view it as a reasonable demand. She is asking the Board for authorization to proceed with obtaining quotes for removal of the lights, and to deny RET's Demand for Payment and authorizing the Chair to work on executing a contract for removal of the lights and installation of lights by Duke. She thinks the insurance carrier stated removal would be covered but is unsure about installation of other lights.

On MOTION by Mr. White and seconded by Mr. Myers, with all in favor, authorizing the Chair to work with Staff on obtaining quotes for removal of lights, and denying RET's Demand for Payment, were approved.

B. District Engineer: Heidt Design, LLC

The District Engineer is Poulos & Bennett.

C. Property Manager: Empire Management

I. Consideration of Community Boss Software

- Product Overview: HOA & Condo Solutions

Ms. Suit clarified that that this is for the CDD.

- Quote Number 1913 [Parking Boss for HOA]

Mr. Trujillo discussed parking matters and potential issues, potential solutions or procedures and an amenity reservation and payment system since there is no longer any amenity staff.

Discussion ensued regarding where funding for these expenses could fall in the budget, the need to have a reservation system based on the rental requests.

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, authorizing an expenditure of not-to-exceed \$3,000 for a Clubhouse Scheduling System, was approved.

II. Consideration of Massey Services, Inc. Agreements

- **Pest Prevention Monthly Agreement**
- **Subterranean Termite/Wood Destroying Insects Baiting Service Agreement**

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the Massey Services, Inc. Pest Prevention Monthly Agreement and Subterranean Termite/Wood Destroying Insects Baiting Service Agreement, were approved.

III. Consideration of Master Electrical Services, Inc. Proposal [The Sanctuary Monument Lighting Upgrade]

On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the Master Electrical Services, Inc. Proposal for The Sanctuary Monument Lighting Upgrade, was approved.

D. District Manager: Wrathell, Hunt and Associates, LLC

- **426 Registered Voters as of April 15, 2025**
- **UPCOMING MEETINGS**
 - **August 21, 2025 at 2:00 PM**
 - **September 18, 2025 at 2:00 PM**
 - **QUORUM CHECK**

The August 21, 2025 meeting will be canceled.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

213 There were no Board Members' comments or requests.

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215 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

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217 No members of the public spoke.

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219 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

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221 On MOTION by Mr. Myers and seconded by Mr. White, with all in favor, the
222 meeting adjourned at 2:40 p.m.

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228 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

PACIFIC ACE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

PACIFIC ACE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025	Regular Meeting	2:00 PM
November 20, 2025	Regular Meeting	2:00 PM
December 18, 2025	Regular Meeting	2:00 PM
January 15, 2026	Regular Meeting	2:00 PM
February 19, 2026	Regular Meeting	2:00 PM
March 19, 2026	Regular Meeting	2:00 PM
April 16, 2026	Regular Meeting	2:00 PM
May 21, 2026	Regular Meeting	2:00 PM
June 18, 2026	Regular Meeting	2:00 PM
July 16, 2026	Regular Meeting	2:00 PM
August 20, 2026	Regular Meeting	2:00 PM
September 17, 2026	Regular Meeting	2:00 PM