

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

March 7, 2024

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

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

February 29, 2024

Board of Supervisors
Peace Crossing Community Development District

Dear Board Members:

The Board of Supervisors of the Peace Crossing Community Development District will hold a Regular Meeting on March 7, 2024 at 11:00 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Opening of Proposals for Lake Wales Spine Road Civil Site Work
4. Ratification of Bio-Tech Consulting, LLC Addendum to Proposal for Professional Services
5. Consideration of Resolution 2024-08, Designating the Location of the Local District Records Office; and Providing an Effective Date
6. Acceptance of Unaudited Financial Statements as of January 31, 2024
7. Approval of February 1, 2024 Public Hearing and Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Stantec*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS

- March 18, 2024 at 9:00 AM [Special Meeting - Ranking of Proposals]
- April 4, 2024 at 11:00 AM [Regular Meeting]

- QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 2	KEVIN MAYS	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN ONORATO	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 4	KEVIN KRAMER	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 5	MICHAEL OSBORN	☐ IN-PERSON	☐ PHONE	☐ NO

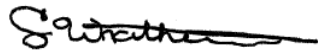
ATTENDEES:

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

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 413 553 5047

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

4

**ADDENDUM TO PROPOSAL BETWEEN THE PEACE CROSSING COMMUNITY DEVELOPMENT
DISTRICT ("DISTRICT") AND BIO-TECH CONSULTING, LLC ("CONSULTANT")
FOR PROFESSIONAL SERVICES**

District:	Peace Crossing Community Development District	Consultant:	Bio-Tech Consulting, LLC
Mailing Address:	c/o Wrathell Hunt & Associates 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Mailing Address:	3025 East South Street Orlando, Florida 32803
Phone:	(561) 571-0010	Email:	mark@bio-techconsulting.com

The following provisions supplement the proposal, dated February 15, 2024, and attached hereto as **Exhibit A** (the "Agreement").

1. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. The Consultant or any subconsultant performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Consultant's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, including Independent Consultants Coverage for bodily injury and property damage in connection with subconsultants' operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Consultant of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

3. Consultant agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, 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.
4. Consultant agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Consultant, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Consultant as jointly liable parties; however, Consultant shall indemnify the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

5. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The provision supersedes any provisions in the Agreement related to attorney's fees for collection efforts.
6. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 30 days' written notice by the District to the Consultant. Consultant shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District, provided however that Consultant shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
7. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant 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 Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

8. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
9. The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
10. Consultant certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Consultant is found to have submitted a false statement with regards to the prior sentence, has been placed on the

Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

11. In all matters relating to the Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of the Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity.
12. Section 7.5 of the Agreement is amended to remove the words “defend, indemnify, and” from the second line.
13. Section 9.1 of the Agreement is amended to replace the last sentence with the following sentence: *[t]he Client agrees to save consultant harmless for loss, damage or liability arising from acts by Client, Client’s agent, staff and other consultants employed by Client.*
14. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

BIO-TECH CONSULTING, LLC

By: 
Its: Director
Date: 2/23/24

**PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Its: Vice Chair
Date: 2/23/24

EXHIBIT A

Craig Wrathell, Wrathell, Hunt & Associates, LLC
Lake Wales Property - Gopher Tortoise Survey & Bald Eagle Monitoring (BTC Proposal # 24-264)

**PROPOSAL FOR ENVIRONMENTAL SERVICES
LAKE WALES PROPERTY - GOPHER TORTOISE SURVEY & BALD
EAGLE MONITORING
BTC PROPOSAL No. 24-264**

1. GOPHER TORTOISE - SURVEY (11-6)

Pursuant to Gopher Tortoise Permitting Guidelines (revised April 2023), the Florida Fish and Wildlife Conservation Commission (FFWCC) requires that a 100 percent formal gopher tortoise survey within and immediately adjacent (within 25-feet) to the subject project site be performed within 90 days of relocation efforts. If this is not possible due to development delays, weather conditions or permitting delays, FFWCC will require another survey to be submitted 30 days prior to excavation and relocation activities.

NOTES: The survey is specific to the Phase 1 Spine Road.

TOTAL PRICE: \$4,800.00

2. BALD EAGLE - MONITORING/REPORTING - INITIAL (11-1)

Conduct initial monitoring to determine territory occupancy of the Bald Eagle nest within the limits of the project site. During this phase of monitoring, the guidelines require a minimum of two (2) hours per day once a week starting ½ hour before sunrise until positive direct (Bald Eagle pair appears, flies, perches, roosts, exhibits courtship, carries nest material, nest repair, etc.) or indirect (i.e., fresh moss or green tree branches placed on top of nest, fresh droppings on vegetation below nest, etc.) evidence that the Bald Eagles have returned to the nesting territory is observed. A Confirmation of Nest Territory Occupancy Report describing the basis for determination shall be submitted to the Florida Fish and Wildlife Conservation Commission within one (1) week of finding positive evidence of Bald Eagle nest territory occupancy.

NOTES: Anticipate up to 10 weeks for monitoring. Not to Exceed Cost of \$6,000.00.

Number of instances: 10 Weekly

TOTAL PRICE: \$6,000.00

3. BALD EAGLE - MONITORING/REPORTING - NESTING/HATCHING (11-2)

Conduct monitoring during the most active period of Bald Eagle nesting within the project site. During this critical phase of monitoring, the guidelines require a minimum of four (4) hours per day three (3) days per week during eagle nesting. A weekly monitoring report will be faxed or e-mailed to the USFWS and Florida Fish and Wildlife Conservation Commission as part of this task.

NOTES: Anticipate up to 8 weeks. Not to Exceed Cost of \$28,800.00.

Number of instances: 24 Weekly

TOTAL PRICE: \$28,800.00

INITIAL: _____ (BTC) _____ (Client)



4. BALD EAGLE - MONITORING/REPORTING - FLEDGING (11-3)

Conduct monitoring during the final phase of Bald Eagle nesting within the project site. The guidelines require monitoring for a minimum of one day per week beginning five (5) weeks post hatching and continuing until fledging occurs or May 15th, whichever occurs first. The monitoring is to last for a period of four (4) hours each day starting ½ hour before sunrise. A weekly monitoring report will be faxed or e-mailed to the USFWS and Florida Fish and Wildlife Conservation Commission as part of this task.

NOTES: Anticipate up to 12 weeks, not to Exceed Cost of \$7,200.00.

Number of instances: 12 Weekly

TOTAL PRICE: \$7,200.00

5. GENERAL PROJECT COORDINATION (65-0)

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.

Not to Exceed Total Price: \$2,500.00

INITIAL:  (BTC) _____ (Client)

 **Bio-Tech Consulting**
Environmental and Permitting

**Bio-Tech Consulting
Time & Materials Schedule**

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$250.00/hour
Vice President/Directors	\$175.00/Hour
Senior Scientist	\$150.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$130.00/Hour
Field Technician	\$105.00/Hour
GIS	\$110.00/Hour
Administrative	\$65.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, LLC, and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:


John Miklos, President
Bio-Tech Consulting, LLC

February 15, 2024

Date

Authorized Signatory

Date

INITIAL:  (BTC) _____ (Client)

 **Bio-Tech Consulting**
Environmental and Permitting

MANDATORY

Billing/Accounts Payable Contact:

Billing Information: Name: _____
Title: _____
Company: _____
Address: _____
Phone: _____
Cell: _____
Fax: _____
E-mail: _____

☐

Please check here if you prefer to receive a paper invoice

Landowner/Access Contact Information:

Name: _____
Phone: _____
Gate Code: _____
Access Point: _____
Tenants Present: _____
Other Relevant Information: _____

INITIAL: (BTC) (Client)



Bio-Tech Consulting, LLC
General Contract Conditions

SECTION 1: RESPONSIBILITIES

1.1 Bio-Tech Consulting, LLC heretofore referred to as the "Consultant" has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The "Client", or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.



SECTION 5: BILLING AND PAYMENT

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility



to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.



SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13: GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

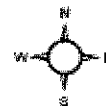
13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.





Bio-Tech Consulting
 Environmental and Permitting
 5025 East South Street Gainesville, FL 32603
 Phone (888) 884-5968 Fax (888) 884-5970
www.bio-tech-consulting.com

Lake Wales Spine Road
 Polk County, Florida
 Figure 6C
 GPS Verified Eagle Nest Locations



1,000 Feet
 Project #: 1288-03
 Produced By: JDH
 Date: 2/14/2024

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-08

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Peace Crossing Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Lake Wales, Florida; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s local records office shall be located at _____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2024**

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Due from Landowner	\$ 34,612	\$ 21,207	\$ 920	\$ 56,739
Total assets	<u>34,612</u>	<u>21,207</u>	<u>920</u>	<u>56,739</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	28,612	21,207	920	50,739
Due to Landowner	-	21,207	920	22,127
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>34,612</u>	<u>42,414</u>	<u>1,840</u>	<u>78,866</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	28,612	-	-	28,612
Total deferred inflows of resources	<u>28,612</u>	<u>-</u>	<u>-</u>	<u>28,612</u>
Fund balances:				
Restricted for:				
Debt service	-	(21,207)	-	(21,207)
Capital projects	-	-	(920)	(920)
Unassigned	(28,612)	-	-	(28,612)
Total fund balances	<u>(28,612)</u>	<u>(21,207)</u>	<u>(920)</u>	<u>(50,739)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 34,612</u>	<u>\$ 21,207</u>	<u>\$ 920</u>	<u>\$ 56,739</u>

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 83,682	0%
Total revenues	-	-	83,682	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	6,000	40,000	15%
Legal	1,228	22,413	25,000	90%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	667	0%
Telephone	16	50	200	25%
Postage	-	24	500	5%
Printing & binding	42	125	500	25%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total expenditures	3,286	28,612	83,682	34%
Excess/(deficiency) of revenues over/(under) expenditures	(3,286)	(28,612)	-	
Fund balances - beginning	(25,326)	-	-	
Fund balances - ending	<u>\$ (28,612)</u>	<u>\$ (28,612)</u>	<u>\$ -</u>	

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>10,296</u>	<u>21,207</u>
Total expenditures	<u>10,296</u>	<u>21,207</u>
Excess/(deficiency) of revenues over/(under) expenditures	(10,296)	(21,207)
Fund balances - beginning	<u>(10,911)</u>	<u>-</u>
Fund balances - ending	<u><u>\$ (21,207)</u></u>	<u><u>\$ (21,207)</u></u>

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Capital outlay	<u>920</u>	<u>920</u>
Total expenditures	<u>920</u>	<u>920</u>
Excess/(deficiency) of revenues over/(under) expenditures	(920)	(920)
Fund balances - beginning	<u>-</u>	<u>-</u>
Fund balances - ending	<u><u>\$ (920)</u></u>	<u><u>\$ (920)</u></u>

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Peace Crossing Community Development District held a Public Hearing and Regular Meeting on February 1, 2024 at 11:00 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present at the meeting were:

Kevin Mays	Vice Chair
Michael Osborn	Assistant Secretary
Kevin Kramer	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates LLC
Mike Eckert	District Counsel
Kate John (via telephone)	(via telephone) Kutak Rock, LLP
Travis Fledderman (via telephone)	Stantec
Bob Gang (via telephone)	Bond Counsel
Melanie Smith (via telephone)	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:25 a.m.

Supervisors Mays, Kramer and Osborn were present. Supervisors Breakstone and Onorato 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 2023/2024 Budget

A. Affidavit of Publication

B. Consideration of Resolution 2024-34, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres presented Resolution 2024-34. He reviewed the proposed Fiscal Year 2024 budget, which is Landowner-funded, with expenses funded as they are incurred.

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, Resolution 2024-34, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Presentation of Supplemental Engineer's Report for Phase 1 Infrastructure Improvements

Mr. Fledderman presented the Supplemental Engineer's Report for Phase 1 Infrastructure Improvements, dated February 1, 2024. He concluded that all the improvements are consistent with the Master Engineer's Report. The total costs of the improvements are estimated at \$30,610,656.

Mr. Eckert noted a few minor adjustments will be made to the Report and recommended approval as amended.

On MOTION by Mr. Kramer and seconded by Mr. Mays with all in favor, the Supplemental Engineer's Report for Phase 1 Infrastructure Improvements, as amended, was approved.

FIFTH ORDER OF BUSINESS**Presentation of Preliminary First
Supplemental Special Assessment
Methodology Report**

Mr. Wrathell presented the Preliminary First Supplemental Special Assessment Methodology Report for Assessment Area One, dated February 1, 2024. The intent of the Report is for inclusion in the bond offering document. Mr. Wrathell reviewed the pertinent data, including the Development Program, Capital Improvement Plan (CIP), financing plan, assigning the Series 2024 bond assessments, True-Up mechanism and the Appendix tables.

Mr. Eckert recommended approval of the Methodology Report for purposes of inclusion in the bond offering document. The final form will be approved once the bond terms are disclosed.

Discussion ensued regarding the Debt Service Reserve Fund, whether lots sold to the home builder must be platted and the marketing of the bonds.

On MOTION by Mr. Mays and seconded by Mr. Kramer with all in favor, the Preliminary First Supplemental Special Assessment Methodology Report, for purposes of inclusion in the bond offering document, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2024-35,
Authorizing the Issuance of its Peace Mays
Crossing Community Development District
Special Assessment Revenue Bonds, Series
2024 (Assessment Area One) (the "Series
2024 Bonds"); Determining Certain Details
of the Series 2024 Bonds and Establishing
Certain Parameters for the Sale Thereof;
Approving the Form of and Authorizing the
Execution and Delivery of a First
Supplemental Trust Indenture; Authorizing
the Negotiated Sale of the Series 2024
Bonds; Approving the Form of and**

110 Authorizing the Execution and Delivery of a
111 Bond Purchase Contract with Respect to
112 the Series 2024 Bonds and Awarding the
113 Series 2024 Bonds to the Underwriter
114 Named Therein; Approving the Form of
115 and Authorizing the Distribution of a
116 Preliminary Limited Offering
117 Memorandum Relating to the Series 2024
118 Bonds and Its Use by the Underwriter In
119 Connection with the Offering for Sale of
120 the Series 2024 Bonds; Approving the
121 Execution and Delivery of a Final Limited
122 Offering Memorandum Relating to the
123 Series 2024 Bonds; Approving the Form of
124 and Authorizing the Execution and Delivery
125 of a Continuing Disclosure Agreement;
126 Providing for the Application of the Series
127 2024 Bond Proceeds; Authorizing the
128 Proper Officials to Do All Things Deemed
129 Necessary in Connection with the Issuance,
130 Sale and Delivery of the Series 2024 Bonds;
131 Making Certain Declarations; Providing an
132 Effective Date and for Other Purposes
133

134 Mr. Gang recalled that the bond resolution adopted at the Organizational meeting
135 provided that there had to be a subsequent resolution with supplemental documents that have
136 the details of the first bond issue; this is the subsequent resolution. He pointed out that, on
137 Page 2, the number of acres of CDD lands will be changed from 817 to 826 acres.

138 Mr. Gang presented Resolution 2024-35, known as the Delegation Resolution. He
139 reviewed the pertinent data, including the Securities Exchange Commission (SEC) requirements,
140 First Supplemental Trust Indenture, Bond Purchase Agreement, Preliminary Limited Offering
141 Memorandum (PLOM), Continuing Disclosure Agreement, negotiated sale, parameters of the
142 delegation and Schedule I of the Engineer's Report, which shows the \$30,610,656 as the total
143 capital costs of the Series 2024 Project.
144

145 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor,**
146 **Resolution 2024-35, Authorizing the Issuance of its Peace Crossing Community**
147 **Development District Special Assessment Revenue Bonds, Series 2024**

(Assessment Area One) (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and Its Use by the Underwriter In Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes, as amended, was adopted.

SEVENTH ORDER OF BUSINESS**Consideration of Form of Acquisition Agreement**

Mr. Eckert presented the form of Acquisition Agreement. This will govern the process by which the CDD will acquire real estate, work product and any improvements that the Developer has constructed.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the Acquisition Agreement, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Form of Completion Agreement**

Mr. Eckert presented the form of Completion Agreement. This requires the Developer to complete the Series 2024 Project to the extent the does not have enough bond proceeds to do so.

186 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
187 **Completion Agreement, was approved.**

188
189
190 **NINTH ORDER OF BUSINESS**

**Consideration of Form of True Up
Agreement**

191
192
193 Mr. Eckert presented the form of True Up Agreement. This stipulates that the Developer
194 agrees to develop or cause others to develop a certain number of Equivalent Residential Units
195 (ERUs).
196

197 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
198 **Form of True Up Agreement, was approved.**

199
200
201 **TENTH ORDER OF BUSINESS**

**Consideration of Form of Tri-Party
Agreement**

202
203
204 Mr. Eckert stated this item was mis-labeled by his office. A tri-party agreement is
205 typically included when there is a lender on the project but, since there is no lender in this case,
206 three Declarations of Consent are included in the packet and are to be executed by the
207 Landowner at the bond closing.
208

209 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
210 **three Declarations of Consent, were approved.**

211
212
213 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Form of Collateral
Assignment Agreement**

214
215
216 Mr. Eckert presented the form of Collateral Assignment Agreement. This states that, in
217 the event that the Landowner or the Developer does not pay the assessments, a foreclosure
218 action can be initiated to seize the land to satisfy the District's obligation to the bondholders.
219 This would trigger an assignment of the development rights from the Developer to the District.
220

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Collateral Assignment Agreement, was approved.

TWELFTH ORDER OF BUSINESS**Consideration of Form of Contribution Agreement**

Mr. Eckert presented the form of Contribution Agreement. This requires the Developer to contribute that portion of the Series 2024 Project that is not being funded by the bonds.

Asked if the CDD is assigning a Master Contract Agreement, Mr. Eckert stated no, the CDD is currently bidding that, an RFP has been issued and a bid meeting has been scheduled for Tuesday.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Form of Contribution Agreement, was approved.

THIRTEENTH ORDER OF BUSINESS**Consideration of Resolution 2024-36, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date**

Mr. Torres presented Resolution 2024-36.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2024-36, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date, was adopted.

FOURTEENTH ORDER OF BUSINESS**Consideration of Resolution 2024-08, Designating the Location of the Local District Records Office; and Providing an Effective Date**

260 This item was tabled.

261

262 **FIFTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of December 31, 2023**

263

264

265 Mr. Torres presented the Unaudited Financial Statements as of December 31, 2023

266

267 **On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the**
268 **Unaudited Financial Statements as of December 31, 2023, were accepted.**

269

270

271 **SIXTEENTH ORDER OF BUSINESS**

Approval of Minutes

272

273 Mr. Torres presented the following:

274 **A. November 29, 2023 Landowners' Meeting**

275 **B. November 29, 2023 Public Hearings and Regular Meeting**

276

277 **On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the**
278 **November 29, 2023 Landowners' Meeting and November 29, 2023 Public**
279 **Hearings and Regular Meeting Minutes, as presented, were approved.**

280

281

282 **SEVENTEENTH ORDER OF BUSINESS**

Staff Reports

283

284 **A. District Counsel: Kutak Rock LLP**

285 • **Required Ethics Training**

286 Mr. Eckert presented the Kutak Rock Memorandum regarding the ethics training
287 requirement dated January 1, 2024.

288 Mr. Eckert asked if there is a construction trailer on site. Mr. Mays replied no.

289 **B. District Engineer (Interim): Stantec**

290 There was no report.

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

292 • **UPCOMING MEETINGS**

293 ➤ **March 7, 2024 at 11:00 AM [Regular Meeting]**

294 ➤ **March 18, 2024 at 9:00 AM [Special Meeting]**

295 ○ **QUORUM CHECK**

296 The next meeting will be held on March 7, 2024.

297 The three Supervisors in attendance confirmed their attendance at the March 7, 2024
298 meeting.

299

300 **EIGHTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

301

302 There were no Board Members' comments or requests.

303

304 **NINETEENTH ORDER OF BUSINESS**

Public Comments

305

306 No members of the public spoke.

307

308 **TWENTIETH ORDER OF BUSINESS**

Adjournment

309

310

311 **On MOTION by Mr. Osborn and seconded by Mr. Kramer, with all in favor, the**
312 **meeting adjourned at 12:09 p.m.**

313

314

315

316

317

318

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

319

320

321

322

323

324 _____
Secretary/Assistant Secretary

Chair/Vice Chair

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 29, 2023	Landowners' Meeting & Debt Assessment, Uniform Method, Rules Public Hearings	1:00 PM
December 7, 2023 CANCELED	Regular Meeting	11:00 AM
January 4, 2024 CANCELED	Regular Meeting	11:00 AM
February 1, 2024	Regular Meeting	11:00 AM
March 7, 2024	Regular Meeting	11:00 AM
March 18, 2024	Special Board Meeting	9:00 AM
April 4, 2024	Regular Meeting	11:00 AM
May 2, 2024	Regular Meeting	11:00 AM
June 6, 2024	Regular Meeting	11:00 AM
July 4, 2024	Regular Meeting	11:00 AM
August 1, 2024	Regular Meeting	11:00 AM
September 5, 2024	Regular Meeting	11:00 AM