PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

August 1, 2024

BOARD OF SUPERVISORS

PUBLIC HEARING AND 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

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

July 25, 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 Public Hearing and Regular Meeting on August 1, 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 Hearing on Adoption of Fiscal Year 2024/2025 Budget

   A. Affidavit of Publication

   B. Consideration of Resolution 2024-39, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

4. Consideration of Construction Funding Agreement

5. Consideration of Temporary Construction Easement

6. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

7. Consideration of Resolution 2024-08, Designating the Location of the Local District Records Office; and Providing an Effective Date

8. Acceptance of Unaudited Financial Statements as of June 30, 2024

9. Approval of May 2, 2024 Regular Meeting Minutes

10. Staff Reports

    A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *Stantec Consulting Services, Inc. – Update on Status of Construction Contract*

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

- NEXT MEETING DATE: September 5, 2024 at 11:00 AM
  - 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

11. Board Members' Comments/Requests

12. Public Comments

13. 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: 782 134 6157

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

3A

Serial Number
24-00982K

Business Observer

Published Weekly
Lakeland, Polk County, Florida

COUNTY OF POLK

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Lakeland, Polk County, Florida; that the attached copy of advertisement,

being a Notice of Hearing for Peace Crossing

in the matter of Public Hearing on August 1, 2024 @ 11:00 am for Peace Crossing

in the Court, was published in said newspaper by print in the

issues of 7/12/2024, 7/19/2024

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before my,

19th day of July, 2024 A.D.

by Holly Botkin who is personally known to me.

Notary Public, State of Florida
(SEAL)

Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Peace Crossing Community Development
District ("District") will hold a public hearing on August 1, 2024 at 11:00 a.m. at the
Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport,
Florida 33837-6605, for the purpose of hearing comments and objections on the
adoption of the proposed budget(s) ("Proposed Budget") of the District for the fis-
cal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year
2024/2025"). A regular board meeting of the District will also be held at that time
where the Board may consider any other business that may properly come before
it. A copy of the agenda and Proposed Budget may be obtained at the offices of the
District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite
410W, (561) 571-0010 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in ac-
cordance with the provisions of Florida law. The public hearing and meeting may
be continued to a date, time, and place to be specified on the record at the meeting.
There may be occasions when Board Supervisors or District Staff 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 forty-
eight (48) hours 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 aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to
any matter considered at the public hearing 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 evi-
dence upon which such appeal is to be based.

District Manager
July 12, 19, 2024 24-00982K

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-39

THE ANNUAL APPROPRIATION RESOLUTION OF THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15^{th}) day in June, 2024, submitted to the Board of Supervisors ("**Board**") of the Peace Crossing Community Development District (**"District"**) proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**") 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 Statute*s; 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 days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1^{st} 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, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

a. The Board has reviewed the Proposed 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 Proposed Budget, attached hereto as **Exhibit A,** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

c. The Adopted 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 Budget for the Peace Crossing Community Development District for the Fiscal Year Ending September 30, 2025."

d. The Adopted 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 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sum of $86,290 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	$86,290
TOTAL ALL FUNDS	$86,290

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025, or within 60 days following the end of the Fiscal Year 2024/2025, may amend its Adopted 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 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 1ST DAY OF AUGUST, 2024.

ATTEST:

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

____
Secretary/Assistant Secretary

By:____________________________________

Its:____________________________________

Exhibit A: Fiscal Year 2024/2025 Budget

Exhibit A

Fiscal Year 2024/2025 Budget

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Landowner contribution	83,682	42,906	40,087	82,993	86,290
Total revenues	83,682	42,906	40,087	82,993	86,290
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	40,000	10,000	16,000	26,000	48,000
Legal	25,000	26,038	7,500	33,538	25,000
Engineering	2,000	-	2,000	2,000	2,000
Dissemination agent*	667	-	167	167	1,000
Telephone	200	83	100	183	200
Postage	500	50	450	500	500
Printing & binding	500	208	256	464	500
Legal advertising	6,500	11,076	750	11,826	1,750
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	54	696	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	210	-	210	210
Total expenditures	83,682	47,719	35,274	82,993	86,290
Excess/(deficiency) of revenues over/(under) expenditures	-	(4,813)	4,813	-	-
Fund balance - beginning (unaudited)	-	-	(4,813)	-	-
Fund balance - ending (projected)					
Unassigned	-	(4,813)	-	-	-
Fund balance - ending	$ -	$ (4,813)	$ -	$ -	$ -

*These items will be realized when bonds are issued.
**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES	
Professional & administrative	
Management/accounting/recording**	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
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	2,000
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.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	5,500
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	$ 86,290

*These items will be realized when bonds are issued.
**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

4

CONSTRUCTION FUNDING AGREEMENT BETWEEN THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT AND LAKE WALES PROPERTY HOLDINGS, LLC

THIS CONSTRUCTION FUNDING AGREEMENT (**"Agreement"**) shall be effective as of the ______ day of ______________________, 2024, by and between:

> **Peace Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida ("**District**"), and
>
> **Lake Wales Property Holdings, LLC**, a Delaware limited liability company with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 ("**Landowner**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Polk County, Florida, pursuant to Chapter 190, *Florida Statutes*, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Landowner is the owner of undeveloped lands located within the boundaries of the District ("**Development**") upon which the District's improvements have been or will be made; 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 is anticipated to be without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of the District, as more particularly described in the *Master Plan of Improvements*, dated October 10, 2023, attached as **Exhibit A** and incorporated herein by this reference, which may be updated from time to time, prior to the issuance of an anticipated future series of bonds, including construction and any design, engineering, legal, or other construction or administrative costs (collectively, the "**Project**"); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary improvements for the Project, prior to the issuance of bonds, the Landowner desires to provide the funds necessary to enable the District to proceed with such improvements; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. FUNDING. Landowner hereby acknowledges that the sole source of funding for the Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the construction of the Project, provided however that the District shall give the Landowner reasonable notice and a reasonable time to object to the cost or scope of work prior to commencing any developer-funded construction project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. At the Landowner's request, the District shall terminate any applicable construction contract in accordance with the termination provisions in said contract and the Landowner's funding obligation shall be limited to funding for work completed up to the effective date of termination; provided, however, that the Landowner shall also be responsible for the expense of any fees, costs or liabilities incurred by the District in complying with the Landowner's direction to terminate said contract.

3. REPAYMENT. The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within thirty (30) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within three (3) years of the date of this Agreement, and thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's reasonable discretion, and this Agreement shall automatically terminate.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings, as awarded by such court or arbitrator.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. AUTHORIZATION. 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District:
Peace Crossing Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

With a copy to:
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert

B. If to Developer:
Lake Wales Property Holdings, LLC,
401 E. Las Olas Boulevard, Suite 1870
Ft. Lauderdale, Florida 33301
Attn: Noah Breakstone

With a copy to:
Lake Wales Property Holdings, LLC,

9 Old Kings Highway South, 4th Floor
Darien, Connecticut 06820
Attn: Marc Porosoff

And:

Lake Wales Property Holdings, LLC,
Baldwin III
4798 New Broad Street, Suite 220
Orlando, Florida 32814
Attn: Kevin Mays

And:

Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
Attn: Ellen Avery-Smith

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

10. THIRD-PARTY BENEFICIARIES. 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 permitted assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Polk County, Florida, and the parties hereby consent to such exclusive jurisdiction.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Landowner agrees and understands that Chapter 119, *Florida Statutes,* may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Landowner agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Landowner must:

A. Keep and maintain public records required by the District to perform the service;

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;

C. Ensure that public records that 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 completion of the Agreement if the Landowner does not transfer the records to the District; and

D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Landowner or keep and maintain public records required by the District to perform the service. If Landowner transfers all public records to the District upon completion of this Agreement, Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Landowner keeps and maintains public records upon completion of the Agreement, Landowner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT c/o WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PH: (561)571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

15. EXCULPATION. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

16. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument. The parties agree that this Agreement may be electronically signed. The parties agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of electronically signed versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

[*Remainder of this page left intentionally blank*]

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

ATTEST:

____
Secretary / Assistant Secretary

Peace Crossing Community Development District

____
Chair / Vice Chair, Board of Supervisors

WITNESS:

____
Witness

____
Witness

Lake Wales Property Holdings, LLC,

By: ________________________________
Name: Marc Porosoff
Title: Vice President and Secretary

By: ________________________________
Name: Jordan Socaransky
Title: Vice President

Exhibit A: *Master Plan of Improvements*, dated October 10, 2023

Exhibit A

Master Plan of Improvements, dated October 10, 2023

[See attached]

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

5

Upon recording, this instrument should
be returned to:

Michael C. Eckert
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement Agreement**") is made and entered into to be effective the ___ day of ________________ 2024 (the "**Effective Date**"), by and between:

> **Lake Wales Property Holdings, LLC**, a Delaware limited liability company, with a mailing address of 401 East Las Olas Boulevard, Suite 1870, Ft. Lauderdale, Florida 33301 ("**Landowner**" or "**Grantor**"); and

> **Peace Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida ("**District**" or "**Grantee,**" and together with the Grantor, the "**Parties**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Polk County, Florida, lying within the boundaries of the District, including those certain parcels more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**"); and

WHEREAS, Grantee has requested that Grantor grant to Grantee a temporary construction, access and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements ("**Improvements**") set forth in the Grantee's Engineer's Report described in **Exhibit "B"** attached hereto and incorporated herein by this reference, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee a temporary easement over, upon, under, through, and across the Easement Area for ingress and egress and for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate automatically, without the recording of any additional instrument, with respect to any lands comprising a portion of the Easement Area which are (1) platted as residential lots, (2) conveyed to the District, a school district or other local, state or federal government, or agency, or 3) conveyed to a public or private utility. Notwithstanding the foregoing, Grantor and Grantee hereby agree to execute and record any documents necessary to evidence the termination of this Easement if so requested.

3. DAMAGE. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantee shall carry insurance complying with the provisions of **Exhibit B-1** attached hereto. Grantee shall contractually require all contractors, sub-contractors, employees or materialmen performing work for Grantee on the Easement Area shall at all times maintain insurance at least in the amounts and with the requirements set forth in Exhibit B-2 attached hereto.

Grantee shall contractually require any contractors, sub-contractors, employees or materialmen to provide the District with a certificate or certificates of insurance evidencing compliance with the requirements of **Exhibit B-2**. Grantee shall provide an insurance certificate evidencing compliance with this section to the Grantor prior to the commencement of any performance of any work by any applicable contractors, sub-contractors, employees or materialmen in the Easement Area.

5. INDEMNITY. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, Grantee shall, and shall contractually cause Grantee's contractors, sub-contractors, and employees (which contractual indemnity obligation shall, as to such contractors, sub-contractors, and employees, not be limited by sovereign immunity) to indemnify and hold harmless Grantor, and its direct and indirect members, affiliates, agents, employees, staff, contractors, subcontractors, officers, directors, and representatives and their respective successors and assigns (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to Grantee's contractors and sub-contractors), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of, property.

6. SOVEREIGN IMMUNITY. Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantee's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. LIENS. Grantee shall not permit (and shall cause to be cured and removed from Grantor's title within thirty (30) days) any construction or mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. EXERCISE OF RIGHTS. The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits and other regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereof. Grantee and its contractors (including, but not limited to subcontractors, employees and materialmen) shall not discharge, or permit the discharge, into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, petroleum products, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with the day-to-day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

10. ENFORCEMENT. In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially 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.

11. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District:

Peace Crossing Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert

B. If to Landowner:

Lake Wales Property Holdings, LLC,
401 E. Las Olas Boulevard, Suite 1870
Ft. Lauderdale, Florida 33301
Attn: Noah Breakstone

With a copy to:

Lake Wales Property Holdings, LLC,
300 Atlantic Street, Suite 1110
Stamford, CT 06901
Attn: Marc Porosoff

With a copy to:

Lake Wales Property Holdings, LLC
Baldwin III
4798 New Broad Street, Suite 220
Orlando, Florida 32814
Attn: Kevin Mays

And with a copy to: Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
Attn: Ellen Avery-Smith

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

12. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. ASSIGNMENT. Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

14. NO DEDICATION. Nothing contained in this Easement Agreement shall in any way be constructed as a dedication of any portion of the Easement Area for public use, and all of the easements herein created are private and do not constitute grants for public use.

15. CONTROLLING LAW; VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Polk County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

16. PUBLIC RECORDS. All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

18. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

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

20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

21. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

22. EXCULPATION. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

23. COUNTERPARTS. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes,

____
Print Name:______________________

By:______________________________
Chairperson/Vice Chairperson

____
Print Name:______________________

STATE OF FLORIDA
COUNTY OF ______________

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of ______________ 2024, by the Chairperson/Vice Chairperson of the Peace Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of District. He is personally known to me or has produced ____ as identification.

____
Print Name:______________________
Notary Public, State of Florida
Commission No.:__________________
My Commission Expires:______________

{Notary Seal}

Signed, sealed and delivered in the presence of:	**Lake Wales Property Holdings, LLC,** a Delaware limited liability company,
______________________________ Print Name________________________	By: ______________________________ Name: ____________________________ Title: ____________________________
______________________________ Print Name:_______________________	By: ______________________________ Name: ____________________________ Title: ____________________________

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _________________ 2024, by ______________________, as _________________________________ of Lake Wales Property Holdings, LLC, a Delaware limited liability company, who appeared before me this day in-person, and who is either personally known to me, or produced ______________________ as identification.

(NOTARY SEAL)

____
NOTARY PUBLIC, STATE OF ____________

Name:______________________________
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of __________________ 2024, by _____________________, as _________________________________ of Lake Wales Property Holdings, LLC, a Delaware limited liability company, who appeared before me this day in-person, and who is either personally known to me, or produced ______________________ as identification.

(NOTARY SEAL)

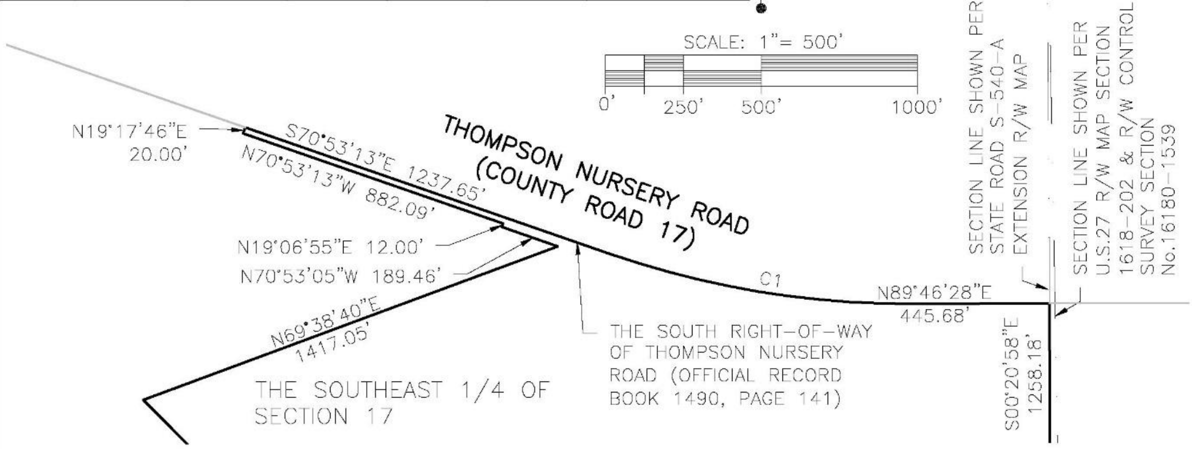
____
NOTARY PUBLIC, STATE OF ____________

Name:______________________________
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A – Legal Description

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	19°20'18"	2904.79'	980.42'	975.77'	494.92'	S80°33'22"E



LEGAL DESCRIPTION:
A PARCEL OF LAND LYING WITHIN SECTIONS 17, 20 AND 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST AS SHOWN ON THE U.S. 27 RIGHT-OF-WAY MAP (SECTION No.1618-203) AND RUN THENCE N89°50'24"E, ALONG THE NORTH BOUNDARY OF SECTION 21, A DISTANCE OF 900.18 FEET; THENCE S16°19'46"W, 1359.47 FEET; THENCE S01°26'47"W, 3244.80 FEET; THENCE S70°14'24"W, 524.09 FEET; THENCE N08°43'29"W, 4310.18 FEET; THENCE N68°02'40"W, 1459.20 FEET; THENCE N44°55'47"W, 221.66 FEET; THENCE N69°38'40"E, 1417.05 FEET; THENCE N70°53'05"W, 189.46 FEET; THENCE N19°06'55"E, 12.00 FEET; THENCE N70°53'13"W, 882.09 FEET; THENCE N19°17'46"E, 20.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1490, PAGE 141, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES: (1) S70°53'13"E, 1237.65 FEET TO A POINT OF CURVATURE, (2) 980.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°20'18", SAID CURVE HAVING A RADIUS OF 2904.79 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS S80°33'22"E, 975.77 FEET TO A POINT OF TANGENCY, (3) N89°46'28"E, 445.68 FEET; THENCE S00°20'58"E, 1258.18 FEET; THENCE N89°50'24"E, 15.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 182.723 ACRES, (7,959,395 SQUARE FEET) OR MORE OR LESS.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.

2. PAPER COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW. ELECTRONIC VERSIONS OF THIS DOCUMENT ARE NOT VALID UNLESS THEY CONTAIN AN ELECTRONIC SIGNATURE AS PROVIDED FOR BY CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.

3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD HAVING A FLORIDA STATE PLANE GRID BEARING OF S70°53'13"E.

STANTEC CONSULTING SERVICES INC.
CERTIFICATE OF AUTHORIZATION No.L.B.7866

JAMES DARIN O'NEAL CERTIFICATE NO. 5926 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

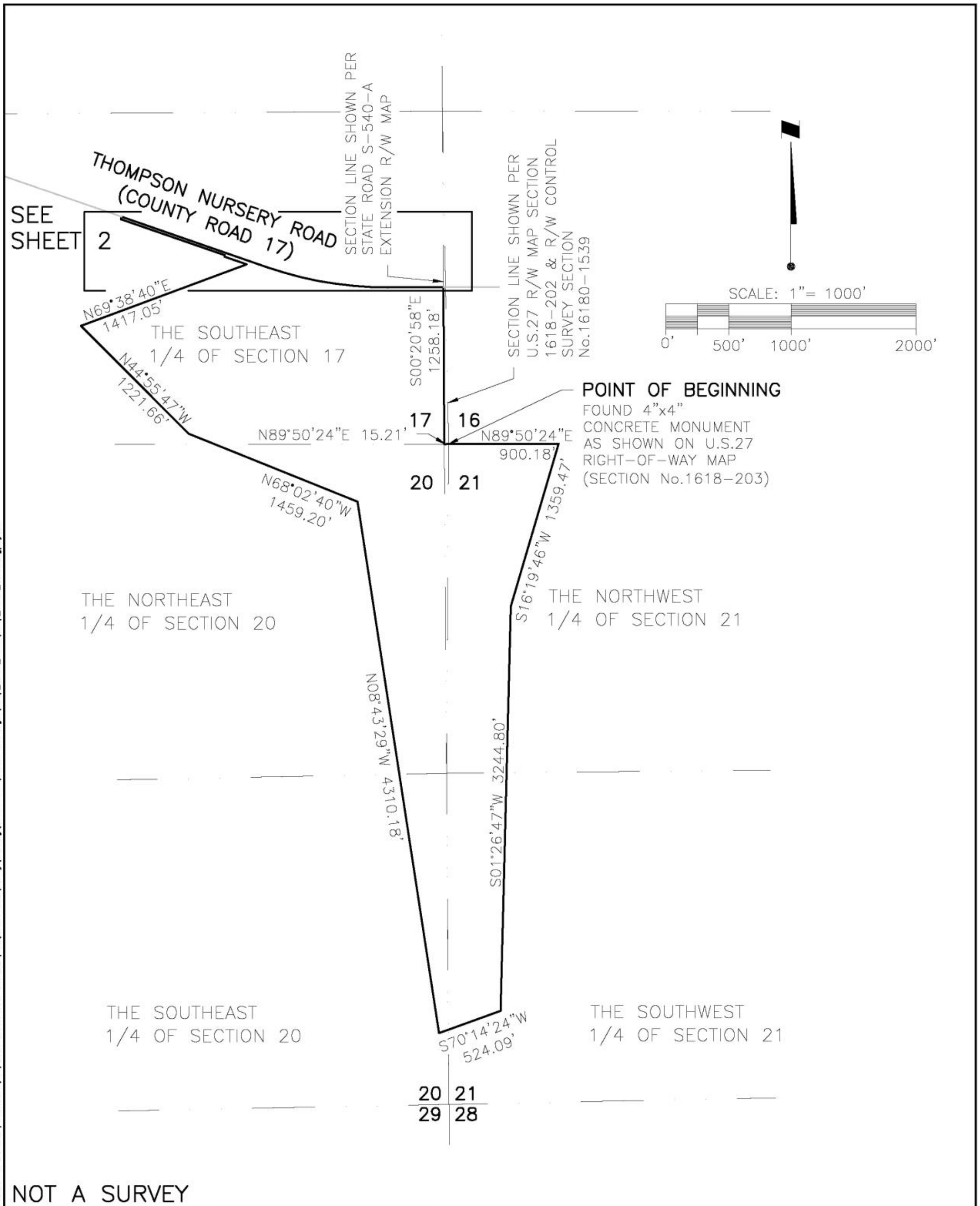
Digitally signed by James D O'Neal
DN: c=US, o=Stantec Consulting Services Inc., dnQualifier=A01410D0000018D1E51EB2600001B33, cn=James D O'Neal
Date: 2024.07.16 14:53:51 -04'00'

JAMES DARIN O'NEAL, PSM
FLORIDA LICENSE No.L.S.5926

NOT A SURVEY

SCALE: 1" = 500'	Stantec — One Team, Infinite Solutions — 777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 — 800.643.4336, 813-223-9500, F 813-223-0009, www.Stantec.com — Stantec Consulting Services Inc., Certificate of Authorization L.B.7866	TITLE: PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215617414
LEAD TECH. JDO		PROJ: TEMPORARY CONSTRUCTION EASEMENT	INDEX NO: temp_const_esmt
SEC-TWP-RGE 17,20,21 T29S,R27E		CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC	DATE: 7-15-24 SHEET NO: 2 OF 2
REV NO. DATE			

Saved: 7/16/2024 2:43:24 PM DONEAL | Plotted: 7/16/2024 2:53:15 PM DONEAL | U:\215617652\survey\drawing\215617414\sketch and legal\temp_const_esmt\temp_const_esmt.dwg|Layout1 (2)



NOT A SURVEY

SCALE: 1" = 1000'	TITLE: PARCEL SKETCH & DESCRIPTION
LEAD TECH. JDO	PROJ: TEMPORARY CONSTRUCTION EASEMENT
SEC-TWP-RGE 17,20,21 T29S,R27E	CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC
ΔREV NO. DATE	PROJECT NO. 215617414
	INDEX NO: temp_const_esmt
	DATE: 7-15-24
	SHEET NO: 1 OF 2

Stantec
One Team, Infinite Solutions
777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602
800.643.4336 • 813-223-9500 • F 813-223-0009 • www.Stantec.com
Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866

Saved: 7/16/2024 2:43:24 PM DONEAL | Plotted: 7/16/2024 2:53:14 PM DONEAL | U:\215617652\survey\drawing\215617414\sketch and legal\temp_const_esmt\temp_const_esmt.dwg|Layout1

EXHIBIT B-1
GRANTEE'S INSURANCE REQUIREMENTS

1. Grantee shall obtain and maintain the following insurance: (a) Commercial General Liability Insurance written on an occurrence form no less broad than the most recently filed edition of the CG 00 01 occurrence policy form, as published by the Insurance Services Office (ISO), providing coverage for any liability arising out of the services, including coverage for bodily injury, property damage, personal injury, advertising injury, premises/operations hazard, and contractual liability, with limits of not less than $1,000,000 per occurrence, and $1,000,000 personal and advertising injury, and $1,000,000 product-completed operations aggregate which shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose. Such policy must include a separation of insureds clause without any limitation or exclusion related to cross-liability. Such policy must not contain any classification limitation endorsement which limits or excludes coverage applicable to the services or project construction type contemplated by the Agreement. The required limits may be achieved via a combination of primary, umbrella and/or excess liability policies provided that such umbrella and/or excess liability policies provide coverage no more restrictive than the underlying insurance; (b) to the extent the District has employees, workers' compensation insurance with statutory limits, including employers' liability insurance with minimum liability limits of $1,000,000 bodily injury (each accident), $1,000,000 bodily injury by disease (each employee), and $1,000,000 bodily injury by disease (policy limit); and (c) to the extent the District utilizes owned, non-owned, and hired automobiles, automobile liability insurance covering any auto (including, as applicable, owned, non-owned and hired) in an amount of not less than $1,000,000 combined single limit per accident.

2. <u>Additional Insurance Requirements</u>. Grantee shall cause its insurance to comply with the following additional insurance requirements.

(a) Prior to the performance of any work or services in connection with the Agreement, Grantee will file with Grantor certificates of insurance and Grantor requested endorsements, if applicable, showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. In no event will any acceptance of certificates of insurance and endorsements by Grantor, or failure of Grantee to provide certificates of insurance and endorsements, be construed as a waiver of or estoppel to assert Grantee's obligations to procure and maintain the insurance coverages in accordance with the insurance requirements set forth herein. Prior to the renewal or expiration of any required insurance, Grantee shall provide Grantor with evidence of renewal insurance in form as acceptable to Grantor.

(b) Within ten (10) days of Grantor's written request, Grantee shall furnish to Grantor copies of the required insurance policies and endorsements to the extent the same are available.

(c) All insurance required herein this Exhibit B-1 shall: (i) include at least thirty (30) days' notice of cancellation (ten (10) days if cancellation is due to non-payment of premium) to Grantor; and (ii) contain deductibles not greater than $10,000 absent written approval from Grantor, and Grantee shall be solely responsible for any deductible and or self-insured retention payments; (iii) by a company or companies licensed to do business in the State of Florida and satisfactory to Grantor; and (iv) provide that defense costs shall be outside the policy coverage limits. Grantee's failure to maintain the insurance required herein may, at the election of Grantor in its sole discretion, be deemed a material breach of the Agreement.

EXHIBIT B-2

CONTRACTOR, SUBCONTRACTOR, CONSULTANT, MATERIALMEN AND VENDOR INSURANCE REQUIREMENTS

Prior to the commencement or performance of any work or services related to the Project, Grantee shall cause each contractor, consultant, materialman and vendor (as used herein, each is a "Contractor") to procure and maintain throughout the term and thereafter as required herein, at their sole cost and expense, the insurance specified in this Exhibit B-2.

A. Additional Insureds. The following (collectively, the "**Additional Insureds**") must be included as additional insureds under Contractor's applicable insurance policies, on a primary and noncontributory basis: Peace Crossing Community Development District, Lake Wales Property Holdings, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees.

B. Required Coverages. Contractor shall maintain the following minimum insurance with respect to the work or services performed without interruption from the date of this Agreement through Final Completion, at any time thereafter when Contractor enters the worksite to perform corrective Work, and during any additional periods specified in this Agreement:

1. *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:

   a. has limits of not less than the greater of (A) $1,000,000 each occurrence, $2,000,000 general aggregate (per-project), and $2,000,000 products-completed operations aggregate;
   b. provides coverage for claims arising out of or resulting from operations under the applicable agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor's indemnity obligations under any applicable agreement;
   c. does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under the applicable agreement arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of the work being performed (*e.g.*, if the work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
   d. includes the Additional Insureds as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (*e.g.*, a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to the Grantee; and
   e. applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

Contractor shall maintain its products-completed operations coverage for the greater of three years after final completion of the work or the time during which a claim arising out of the work may be properly asserted under the applicable statute of limitations or repose (such applicable period, the "Repose Period"), and shall include the Additional Insureds as additional insureds during this period, on a primary and non-contributory basis.

2. *Automobile liability insurance*, covering vehicles owned by Contractor and non-owned vehicles used by Contractor or anyone for whose acts Contractor is responsible, with a combined single limit of not less than $1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the work will involve hauling or transporting waste materials, hazardous material, hazardous substances or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.

3. *Workers compensation and employers liability insurance* for all persons that perform work for Contractor or anyone for whose conduct Contractor is responsible. The workers' compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than $500,000 each employee – each accident, $500,000 each employee – each disease, and $500,000 policy limit.

4. *Commercial excess or umbrella liability insurance* with respect to Contractor's CGL, automobile, and employers liability insurance, with limits of no less than (1) for subcontractors, vendors and materialmen, $2,000,000 per occurrence and in the annual aggregate, and (2) for general contractors, $5,000,000 per occurrence and in the annual aggregate. This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor's CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this provision is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

5. *Professional liability insurance*, if the work includes any professional services, with limits of not less than $1,000,000 each claim and $1,000,000 annual aggregate. This insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after final completion or the earlier termination of the applicable agreement.

6. *Contractors' pollution liability insurance* (or "contractor's pollution indemnity insurance") covering losses caused by pollution conditions that arise from the work, with limits of not less than $1,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.

C. Insurance Requirements. Required Insurance must, unless otherwise agreed in writing, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the work, will be borne solely by Contractor, and Contractor shall reimburse Grantee for amounts paid by Grantee or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and others for damage occurring on or after the date on which the applicable agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-group members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of $10,000 (or $50,000 for professional liability) except with prior written approval.

D. Evidence of Insurance. Contractor shall provide to Grantee a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the work; (b) upon renewal or replacement of each required policy of insurance; and (c) upon Grantee's written request. Contractor shall require Required Insurance policies to provide Grantee with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that Grantee is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Grantee's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements herein, will not constitute a waiver of these requirements.

E. Minimum Limits. Any insurance limits required of contractors, consultants, or vendors herein are minimum limits only and shall not restrict the liability imposed on such party for work or services performed in connection with the Project. Grantee shall have a written agreement with all contractors, consultants and vendors and such agreement shall set forth insurance requirements that meet or exceed those specified herein. Grantee shall require within the written agreement that the minimum limits of insurance required of contractor, consultant or vendor be equal to the greater of: (i) those required in this Schedule B-2; (ii) those indicated on the declaration page of the pertinent policy; or (iii) those as required by law. Notwithstanding anything to the contrary herein, provided that a contractor, consultant or vendor: (x) is not performing any structural construction work; and (y) is engaged for a contract with a value of $50,000 or less; Grantee may approve insurance limits less than those required herein (but no less than $1 million in commercial general liability insurance); provided that such approved limits are no less than those customarily required of vendors performing a similar scope of work or services. Grantee must obtain indemnification and hold harmless provisions in favor of Grantor and Grantee. Grantee must obtain defense provisions in favor of Grantor and Grantee except for professional liability.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6

Memorandum

To: Board of Supervisors

From: District Management

Date: August 1, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

---

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager	Chair/Vice Chair, Board of Supervisors
Print Name	Print Name
Date	Date

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

7

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
JUNE 30, 2024

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Undeposited funds	$ 11,453	$ -	$ -	$ 11,453
Due from Landowner	9,458	67	2,934	12,459
Total assets	20,911	67	2,934	23,912
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	14,911	67	2,934	17,912
Due to Landowner	-	30,413	6,267	36,680
Landowner advance	6,000	-	-	6,000
Total liabilities	20,911	30,480	9,201	60,592
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	9,458	-	-	9,458
Total deferred inflows of resources	9,458	-	-	9,458
Fund balances:				
Restricted for:				
Debt service	-	(30,413)	-	(30,413)
Capital projects	-	-	(6,267)	(6,267)
Unassigned	(9,458)	-	-	(9,458)
Total fund balances	(9,458)	(30,413)	(6,267)	(46,138)
Total liabilities, deferred inflows of resources and fund balances	$ 20,911	$ 67	$ 2,934	$ 23,912

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ 4,813	$ 58,016	$ 83,682	69%
Total revenues	4,813	58,016	83,682	69%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	16,000	40,000	40%
Legal	2,643	32,763	25,000	131%
Engineering	-	4,800	2,000	240%
Dissemination agent*	-	-	667	0%
Telephone	17	133	200	67%
Postage	21	96	500	19%
Printing & binding	42	333	500	67%
Legal advertising	-	12,496	6,500	192%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	373	643	750	86%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total expenditures	5,096	67,474	83,682	81%
Excess/(deficiency) of revenues over/(under) expenditures	(283)	(9,458)	-	
Fund balances - beginning	(9,175)	-	-	
Fund balances - ending	$ (9,458)	$ (9,458)	$ -	

*These items will be realized when bonds are issued.

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JUNE 30, 2024

	Current Month	Year To Date
REVENUES	$ -	$ -
Total revenues	-	-
EXPENDITURES		
Debt service		
Cost of issuance	-	30,413
Total expenditures	-	30,413
Excess/(deficiency) of revenues over/(under) expenditures	-	(30,413)
Fund balances - beginning	(30,413)	-
Fund balances - ending	$ (30,413)	$ (30,413)

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JUNE 30, 2024

	Current Month	Year To Date
REVENUES	$ -	$ -
Total revenues	-	-
EXPENDITURES		
Capital outlay	1,489	6,267
Total expenditures	1,489	6,267
Excess/(deficiency) of revenues over/(under) expenditures	(1,489)	(6,267)
Fund balances - beginning	(4,778)	-
Fund balances - ending	$ (6,267)	$ (6,267)

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 Regular Meeting on May 2, 2024 at 11:00 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present were:

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

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Kate John	Kutak Rock LLP
Travis Fledderman (via telephone)	District Engineer
Rob Engle (via telephone)	Stantec Consulting Services, Inc
Art Phillips	Phillips & Jordan Inc.

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Torres called the meeting to order at 11:02 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 **Consideration of Resolution 2024-37, Approving Proposed Budget(s) for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date**

Mr. Torres presented Resolution 2024-37. He reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. This is a Landowner-funded budget with expenses funded as they are incurred.

On MOTION by Mr. Mays and seconded by Mr. Kramer with all in favor, Resolution 2024-37, Approving Proposed Budget(s) for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 1, 2024 at 11:00 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS **Consideration of Fiscal Year 2024/2025 Budget Funding Agreement**

Mr. Torres presented the Fiscal Year 2024/2025 Budget Funding Agreement.

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the Fiscal Year 2024/2025 Budget Funding Agreement, was approved.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2024-38, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date**

Mr. Torres presented Resolution 2024-38.

The following change was made to the Fiscal Year 2025 Meeting Schedule:

DATE: Insert January 9, 2024

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2024-38, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

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

This item was tabled.

SEVENTH ORDER OF BUSINESS **Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services**

A. Affidavit of Publication

B. RFQ Package

C. Respondent: Stantec Consulting Services, Inc.

D. Competitive Selection Criteria/Ranking

These items were included for informational purposes.

E. Award of Contract

- **Consideration of Form of Agreement for Professional Engineering Services**

Noting that Stantec Consulting, Inc. (Stantec) was the sole respondent to the RFQ for Engineering Services, Mr. Eckert stated, if the Board finds that Stantec meets all the requirements of the RFQ/Selection Criteria, awarding the contract to Stantec can proceed. The options are to reject the respondent and readvertise or to authorize Staff to negotiate a contract with the respondent.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, accepting the response from Stantec Consulting Services, Inc., the sole respondent to the RFQ for Engineering Services, as a qualified response, and awarding the contract for Engineering Services to Stantec and authorizing Staff to negotiate and prepare the Contract/Agreement, was approved.

EIGHTH ORDER OF BUSINESS **Review/Ranking of Proposals for Lake Wales Spine Road Civil Site Work**

Mr. Eckert distributed the Evaluation Criteria and the score sheet to the Board Members.

Mr. Fledderman stated three bids were received for the Spine Road Project. The base bid includes the road itself. Alternative #1 includes the minimum amount of work within

Thompson Nursery Road, which is minimal turn lanes. Alternative #2 is a built out signalized intersection with street lighting.

Mr. Eckert stated each box on the score sheet must be completed. Phillips & Jordan will receive 75 points, as the proposer submitting the lowest cost proposal. He reviewed the scoring procedure and noted that the Board Members have seen these packages previously.

Mr. Fledderman reviewed the base bid amounts as follows:

Phillips & Jordan Inc.	$12,274,272.02
Ripa & Associates	$12,854,965.25
Tucker Paving Inc.	$13,482,234.90

Mr. Eckert stated that the bid amounts are shown on Page 94 of the agenda, as they are included in the Meeting Minutes of the last meeting.

The Board and Staff discussed the bids and completed the Evaluation Criteria Matrix. Mr. Eckert reported the final scores and rankings as follows:

#1	Phillips & Jordan Inc.	98.5 points
#2	Ripa & Associates:	95.3 points
#3	Tucker Paving Inc.	93.3 points

At a Board Member's request, the schedules were reviewed as follows:

Phillips & Jordan Inc.	372 days
Ripa & Associates	361 days
Tucker Paving Inc.	301 days

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, awarding Phillips & Jordan Inc. 98.5 points; awarding Ripa & Associates 95.3 points; awarding Tucker Paving Inc. 93.3 points; authorizing Staff to negotiate a contract with Phillips & Jordan Inc., for this work after the protest period has expired, contingent upon the sale of the CDD bonds, and authorizing the Chair or Vice Chair to execute, was approved.

NINTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of March 31, 2024**

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of March 31, 2024, were accepted.

TENTH ORDER OF BUSINESS **Approval of March 7, 2024 Regular Meeting Minutes**

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the March 7, 2024 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

Mr. Eckert stated that most of the work related to the financing is done.

B. District Engineer (Interim): Stantec

There was no report.

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

- **NEXT MEETING DATE: June 6, 2024 at 11:00 AM**
  - **QUORUM CHECK**

Supervisors Mays, Kramer and Osborn confirmed their in-person attendance at the June 6, 2024 meeting.

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

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the meeting adjourned at 11:25 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

_____________________________ _____________________________

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 *Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808*		
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 CANCELED	**Special Board Meeting**	**9:00 AM**
April 4, 2024 CANCELED	**Regular Meeting**	**11:00 AM**
May 2, 2024	**Regular Meeting**	**11:00 AM**
June 6, 2024 CANCELED	**Regular Meeting**	**11:00 AM**
July 4, 2024 *rescheduled to July 10, 2024*	**Regular Meeting**	**11:00 AM**
July 10, 2024 CANCELED	**Regular Meeting**	**3:45 PM**
August 1, 2024	**Regular Meeting**	**11:00 AM**
September 5, 2024	**Regular Meeting**	**11:00 AM**