

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

June 5, 2025

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

May 29, 2025

Board of Supervisors
Peace Crossing Community Development District

ATTENDEES:

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

Note: Meeting Location & Time

Dear Board Members:

The Board of Supervisors of the Peace Crossing Community Development District will hold a Regular Meeting on June 5, 2025 at 12:00 p.m., at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-05, Approving Proposed Budget(s) for FY 2026; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Discussion: Memorandum Regarding Direct Purchase of Materials
 - A. Consideration of Resolution 2025-07, Authorizing an Individual Designated by the Board of Supervisors to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

7. Consideration of Resolution 2025-09, Electing Felix Rodriguez as Assistant Secretary of the District, and Providing for an Effective Date
8. Consideration of Phillips & Jordan, Inc. Change Order No. 003 [Lake Wales Spine Road Civil Site Work]
9. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of April 30, 2025
 - B. Approval of April 3, 2025, Regular Meeting and Audit Committee Meeting Minutes
 - C. Ratification Items
 - I. Bio-Tech Consulting, LLC Addendum to Proposal for Professional Services
 - II. Order of Taking (*for informational purposes*)
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Stantec Consulting Services, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: July 3, 2025 at 12:00 PM
 - 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 you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernesto J. Torres", is written over a light blue horizontal line.

Ernesto Torres
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

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RESOLUTION 2025-05
[FY 2026 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Peace Crossing Community Development District (“**District**”) prior to June 15, 2025, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____
TIME: _____
LOCATION: _____

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENTS; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**PEACE CROSSING COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A
Proposed Budget

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
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**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Landowner contribution	86,290	35,709	56,561	92,270	93,840
Total revenues	86,290	35,709	56,561	92,270	93,840
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	22,000	24,000	46,000	48,000
Legal	25,000	9,436	15,564	25,000	25,000
Engineering	2,000	7,215	-	7,215	2,000
Dissemination agent	1,000	417	498	915	1,000
Telephone	200	100	100	200	200
Postage	500	292	208	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	1,954	-	1,954	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,250	-	5,250	6,300
Contingencies/bank charges	750	475	275	750	1,500
Meeting room rental	-	500	-	500	3,000
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Field expenses	-	336	-	336	1,000
EMMA software service	-	-	-	-	2,000
Total expenditures	86,290	50,080	41,105	91,185	93,840
Excess/(deficiency) of revenues over/(under) expenditures	-	(14,371)	15,456	1,085	-
Fund balance - beginning (unaudited)	-	(1,085)	(15,456)	(1,085)	-
Fund balance - ending (projected)	-	(15,456)	-	-	-
Unassigned	-	(15,456)	-	-	-
Fund balance - ending	\$ -	\$ (15,456)	\$ -	\$ -	\$ -

**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	6,300
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Meeting room rental	3,000
Website hosting & maintenance	705
Website ADA compliance	210
Field expenses	1,000
EMMA software service	2,000
Total expenditures	<u><u>\$ 93,840</u></u>

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Special assessment: off-roll			\$ 1,683,662	\$ 1,683,662	1,683,659
Interest	-	23,178	-	23,178	-
Total revenues	-	23,178	1,683,662	1,706,840	1,683,659
EXPENDITURES					
Debt service					
Principal		-	345,000	345,000	335,000
Interest	-	-	659,798	659,798	1,355,740
Costs of issuance	-	241,088	-	241,088	-
Underwriter's discount	-	474,900	-	474,900	-
Total debt service	-	715,988	1,004,798	1,720,786	1,690,740
Excess/(deficiency) of revenues over/(under) expenditures	-	(692,810)	678,864	(13,946)	(7,081)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	2,405,573	-	2,405,573	-
Transfer in	-	30,413	-	30,413	-
Total other financing sources/(uses)	-	2,435,986	-	2,435,986	-
Net change in fund balances	-	1,743,176	678,864	2,422,040	(7,081)
Fund balance:					
Beginning fund balance (unaudited)	-	(30,413)	1,712,763	(30,413)	2,391,627
Ending fund balance (projected)	\$ -	\$ 1,712,763	\$ 2,391,627	\$ 2,391,627	\$ 2,384,546
Use of fund balance:					
Debt service reserve account balance (required)					(1,683,660)
Principal and Interest expense - November 1, 2026					(669,495)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 31,391

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			677,870.00	677,870.00	23,400,000.00
05/01/26	335,000.00	5.000%	677,870.00	1,012,870.00	23,065,000.00
11/01/26			669,495.00	669,495.00	23,065,000.00
05/01/27	350,000.00	5.000%	669,495.00	1,019,495.00	22,715,000.00
11/01/27			660,745.00	660,745.00	22,715,000.00
05/01/28	370,000.00	5.000%	660,745.00	1,030,745.00	22,345,000.00
11/01/28			651,495.00	651,495.00	22,345,000.00
05/01/29	390,000.00	5.000%	651,495.00	1,041,495.00	21,955,000.00
11/01/29			641,745.00	641,745.00	21,955,000.00
05/01/30	410,000.00	5.000%	641,745.00	1,051,745.00	21,545,000.00
11/01/30			631,495.00	631,495.00	21,545,000.00
05/01/31	430,000.00	5.000%	631,495.00	1,061,495.00	21,115,000.00
11/01/31			620,745.00	620,745.00	21,115,000.00
05/01/32	455,000.00	5.700%	620,745.00	1,075,745.00	20,660,000.00
11/01/32			607,777.50	607,777.50	20,660,000.00
05/01/33	480,000.00	5.700%	607,777.50	1,087,777.50	20,180,000.00
11/01/33			594,097.50	594,097.50	20,180,000.00
05/01/34	510,000.00	5.700%	594,097.50	1,104,097.50	19,670,000.00
11/01/34			579,562.50	579,562.50	19,670,000.00
05/01/35	535,000.00	5.700%	579,562.50	1,114,562.50	19,135,000.00
11/01/35			564,315.00	564,315.00	19,135,000.00
05/01/36	570,000.00	5.700%	564,315.00	1,134,315.00	18,565,000.00
11/01/36			548,070.00	548,070.00	18,565,000.00
05/01/37	600,000.00	5.700%	548,070.00	1,148,070.00	17,965,000.00
11/01/37			530,970.00	530,970.00	17,965,000.00
05/01/38	635,000.00	5.700%	530,970.00	1,165,970.00	17,330,000.00
11/01/38			512,872.50	512,872.50	17,330,000.00
05/01/39	675,000.00	5.700%	512,872.50	1,187,872.50	16,655,000.00
11/01/39			493,635.00	493,635.00	16,655,000.00
05/01/40	715,000.00	5.700%	493,635.00	1,208,635.00	15,940,000.00
11/01/40			473,257.50	473,257.50	15,940,000.00
05/01/41	755,000.00	5.700%	473,257.50	1,228,257.50	15,185,000.00
11/01/41			451,740.00	451,740.00	15,185,000.00
05/01/42	800,000.00	5.700%	451,740.00	1,251,740.00	14,385,000.00
11/01/42			428,940.00	428,940.00	14,385,000.00
05/01/43	845,000.00	5.700%	428,940.00	1,273,940.00	13,540,000.00
11/01/43			404,857.50	404,857.50	13,540,000.00
05/01/44	895,000.00	5.700%	404,857.50	1,299,857.50	12,645,000.00
11/01/44			379,350.00	379,350.00	12,645,000.00
05/01/45	950,000.00	6.000%	379,350.00	1,329,350.00	11,695,000.00
11/01/45			350,850.00	350,850.00	11,695,000.00
05/01/46	1,010,000.00	6.000%	350,850.00	1,360,850.00	10,685,000.00
11/01/46			320,550.00	320,550.00	10,685,000.00
05/01/47	1,070,000.00	6.000%	320,550.00	1,390,550.00	9,615,000.00
11/01/47			288,450.00	288,450.00	9,615,000.00
05/01/48	1,140,000.00	6.000%	288,450.00	1,428,450.00	8,475,000.00
11/01/48			254,250.00	254,250.00	8,475,000.00

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	1,210,000.00	6.000%	254,250.00	1,464,250.00	7,265,000.00
11/01/49			217,950.00	217,950.00	7,265,000.00
05/01/50	1,285,000.00	6.000%	217,950.00	1,502,950.00	5,980,000.00
11/01/50			179,400.00	179,400.00	5,980,000.00
05/01/51	1,365,000.00	6.000%	179,400.00	1,544,400.00	4,615,000.00
11/01/51			138,450.00	138,450.00	4,615,000.00
05/01/52	1,450,000.00	6.000%	138,450.00	1,588,450.00	3,165,000.00
11/01/52			94,950.00	94,950.00	3,165,000.00
05/01/53	1,535,000.00	6.000%	94,950.00	1,629,950.00	1,630,000.00
11/01/53			48,900.00	48,900.00	1,630,000.00
05/01/54	1,630,000.00	6.000%	48,900.00	1,678,900.00	-
11/01/54			-	-	-
Total	23,400,000.00		26,033,570.00	49,433,570.00	

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Landowner Contributions (GF)/Off-Roll Assessments (DSF)					
Product/Parcel	Units	FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
		Landowner Contribution per Unit	Assessment per Unit	Assessment per Unit	Total Assessment per Unit
Multi-Family	-	\$ -	\$ -	\$ -	n/a
SF Attached	-	-	-	-	n/a
SF 40'	336	30.78	1,199.83	1,230.61	n/a
SF 50'	531	30.78	1,499.78	1,530.56	n/a
SF 60'	269	30.78	1,799.75	1,830.52	n/a
Total	1,136				

Landowner Contributions (GF)					
Product/Parcel	Units	FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
		Landowner Contribution per Unit	Assessment per Unit	Assessment per Unit	Total Assessment per Unit
Multi-Family	300	\$ 30.78	\$ -	\$ 30.78	n/a
SF Attached	-	-	-	-	n/a
SF 40'	402	30.78	-	30.78	n/a
SF 50'	807	30.78	-	30.78	n/a
SF 60'	404	30.78	-	30.78	n/a
Total	1,913				

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2025	Regular Meeting	__:__ AM/PM
November __, 2025	Regular Meeting	__:__ AM/PM
December __, 2025	Regular Meeting	__:__ AM/PM
January __, 2026	Regular Meeting	__:__ AM/PM
February __, 2026	Regular Meeting	__:__ AM/PM
March __, 2026	Regular Meeting	__:__ AM/PM
April __, 2026	Regular Meeting	__:__ AM/PM
May __, 2026	Regular Meeting	__:__ AM/PM
June __, 2026	Regular Meeting	__:__ AM/PM
July __, 2026	Regular Meeting	__:__ AM/PM
August __, 2026	Regular Meeting	__:__ AM/PM
September __, 2026	Regular Meeting	__:__ AM/PM

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

5

MEMORANDUM

TO: Board of Supervisors
Peace Crossing CDD

FROM: Michael C. Eckert

DATE: April 2025

RE: Direct Purchase of Materials – Florida Sales and Use Tax

The following describes information on how a governmental entity, including the Peace Crossing Community Development District (“District”), can save sales and use tax on construction contracts by structuring the contract to provide for the direct purchase of materials by the district. This memorandum details the approach for avoiding sales tax that has been recognized repeatedly by the Florida Department of Revenue (“FDOR”) as acceptable and legal under existing law. Finally, the memorandum sets forth the potential liability if the requirements are not met.

Sales Tax Exemption for Sales to Government

Section 212.08(6), Florida Statutes, provides a general exemption for “sales” of tangible personal property to certain governmental entities. The FDOR has adopted Rule 12A-1.094, Florida Administrative Code, which provides for application of sales and use tax on materials used in a public works project. Subsection (3) of the rule recognizes that the purchase or manufacture of tangible personal property for resale to a “governmental body” generally is exempt. It provides that certain criteria will govern the status of the tangible personal property prior to its affixation to real property when determining whether a governmental entity rather than a contractor is the purchaser of materials. Such criteria are summarized below:

1. The governmental entity must execute the purchase orders for the tangible personal property involved in the contract to the materials vendors. The contractor may present the governmental entity’s purchase orders to the vendors of the tangible personal property;
2. The governmental entity must acquire title to and assume liability for tangible personal property at the point in time when it is delivered to the job site;
3. Vendors must directly invoice the governmental entity for supplies
4. The governmental entity must directly pay the vendors for the tangible personal property;

5. The governmental entity must assume all risk of loss or damage for the tangible personal property involved in the contract, as indicated by the entity's acquisition of, or inclusion as the insured party under, insurance on the building materials; and
6. The governmental entity must issue a Certificate of Entitlement with each purchase order, along with a copy of its Certificate of Exemption, to each vendor, as well as to the contractor. The governmental entity is responsible for payment of tax, penalty, and interest on any purchase that are not found to be in compliance with the procedures for tax-exempt direct purchase of materials.

Steps to Ensure Direct Purchases Comply with Florida Requirements

To ensure direct purchases are compliant with Florida law proceed accordingly:

1. Verify the direct purchases are pursuant to an agreement between the District and contractor.
2. District executes purchase orders which are in the name of the District (see form attached hereto as "**Exhibit A**"). The chairman or purchasing agent (District Manager or District Engineer) may execute purchase orders after being designated as the purchasing agent by resolution of the District's Board of Supervisors.
3. At the time purchase orders are executed, District shall issue a Certificate of Entitlement (see form attached hereto as "**Exhibit B**"), and shall attach, along with a copy of its Consumer's Certificate of Exemption, to each purchase order. The District's Purchasing Agenda, either the District Manager or District Engineer, shall issue the Certificate of Entitlement. District shall retain one copy for its records, and submit copies of the Purchase Order, Certificate of Entitlement, and Consumer's Certificate of Exemption to each vendor and contractor.
4. Vendors directly invoice the District. Such invoices shall have the District's name and address on the first page.
5. District directly pays the Vendors.
6. The District must assume all risk of loss or damage for the supplies. This assumption of risk of loss is best demonstrated by the District's purchase of, or inclusion as the insured party under, insurance on the building materials.

Exhibit A
FORM OF PURCHASE ORDER AGREEMENT (“ORDER”)

Purchase Order No.: _____

“Owner”

“Seller”

Owner:		Seller:	
Address:		Address:	
Phone:		Phone:	
Fax:		Fax:	

“Project”

Project Name:		Contract Date:	
Project Address:			

DESCRIPTION OF GOODS OR SERVICES – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing **[INSERT DESCRIPTION OF GOODS]** (“Goods”), which shall be incorporated into the District’s **[INSERT DESCRIPTION OF PROJECT]** (“Master Project”).

SCHEDULE – Goods shall be produced and delivered to the Project Address indicated above on or before **[INSERT DELIVERY DATE]** (“Schedule”)

PRICE – The Goods shall be priced at **\$[INSERT PRICE]**.

DISTRICT TAX EXEMPT CERT. #**[INSERT #]**

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto together with all of the exhibits, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Peace Crossing Community Development District		
Owner		Seller
By:		By:
Name:		Name:
Title:		Title:
Date Executed:		Date Executed:

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 25 days of receipt of a proper invoice for construction Goods and 45 days of receipt of a proper invoice for non-construction Goods, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq. of the Florida Statutes. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, shall be fit for use in the Master Project, and shall conform to the specifications set forth in **Exhibit A**. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless,

and defend Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers’ Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.

The policies required in subparagraphs (a) and (c) above shall name as additional insureds the following: Owner, **INSERT DISTRICT ENGINEER AND DEVELOPER** and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees. Upon execution of this Order and 15 days prior to the renewal of any of the required insurance, Seller shall furnish Owner with certificates of insurance, and endorsements, evidencing that all insurance required hereunder is in full force and effect, if requested by Owner. All required insurance shall provide 30 days advance written notice to Owner of any cancellation or reduction in coverage.

9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner’s limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner’s right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties

with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of Owner. Owner may assign this Order to any transferee of the Project, and upon such transferee's assumption of the obligations of Owner hereunder, Owner shall thereafter be released from any obligations accruing pursuant to this Order.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.

22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and **Exhibit A**, this document shall control.

EXHIBIT A: Specifications

Exhibit B
FORM OF CERTIFICATE OF ENTITLEMENT
CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Peace Crossing Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to

conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

_____	_____
Signature of Authorized Representative	Title

_____	_____
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order and District's Consumer's Certificate of Exemption to this Certificate of Entitlement and send a copy to each vendor and contractor. District shall retain one copy for its records. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

5A

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; 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*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted or will adopt an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts,

including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Work Authorization

_____, 2025

Board of Supervisors
Peace Crossing Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number ____**
Peace Crossing Community Development District

Dear Chairman, Board of Supervisors:

_____ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Peace Crossing Community Development District (the "District"). We will provide these services pursuant to our current agreement dated _____ (the "Engineering Agreement") as follows:

I. Scope of Work

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

Authorized Representative of District

Date:

By: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Peace Crossing Community Development District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to,

verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.
\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: Peace Crossing Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED**_____, **20**__.
2. Peace Crossing Community Development District State of Florida sales tax exemption certificate number: _____

Peace Crossing Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Peace Crossing Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Peace Crossing Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # _____ with _____ (Name of Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Peace Crossing Community Development District

Purchaser's Name

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Peace Crossing Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: 06/05/2025

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE
CROSSING COMMUNITY DEVELOPMENT ELECTING FELIX
RODRIGUEZ AS ASSISTANT SECRETARY OF THE DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District desires to elect a certain Officer of the District.

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

SECTION 1. Felix Rodriguez is elected as Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of June, 2025.

ATTEST:

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

8

CHANGE ORDER FORM
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Peace Crossing CDD Lake Wales Spine Road Civil Site Work

CHANGE ORDER NO. 003

DATE: May 21, 2025

CONTRACTOR: Phillips & Jordan, Inc.

OWNER: Peace Crossing CDD

AGREEMENT DATE: August 16, 2024

The following changes are hereby made to the CONTRACT DOCUMENTS:

ORIGINAL CONTRACT PRICE \$ 18,298,907.26

Current CONTRACT PRICE ADJUSTED by previous
CHANGE ORDER \$ 15,790,296.48

The CONTRACT PRICE due to this CHANGE ORDER will
increase/decrease by \$ 76,098.98

The new CONTRACT PRICE including this ORDER will be \$ 15,866,395.46

Contract time for this project is specified by Spine Road and Thompson Nursery Road improvements.

Contract time changes for Spine Road due to this change order:

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 0 days

The new CONTRACT TIME including this ORDER will be 342 days

The date for SUBSTANTIAL COMPLETION of all work
will be 11/9/25

Contract time changes for Thompson Nursery Road due to this change order:

The new CONTRACT TIME due to this CHANGE ORDER will
increase/decrease by 0 days

The new CONTRACT TIME including this ORDER will be 492 days

The date for SUBSTANTIAL COMPLETION of all work
will be 4/8/26

CHANGES ORDERED:

I. GENERAL

There is one (1) Change Order Request included in this Change Order

COR #7: Contractor requesting stop work order due to a gopher tortoise relocation/permit. It's noted that additional contract time will be required once work proceeds. This will be handled by a future Change Order.

For all COR's: The GENERAL CONDITIONS SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this Change Order.

PROJECT: Peace Crossing CDD Lake Wales Spine Road Civil Site Work

II. WORK CHANGED BY CHANGE ORDER

1. Required Changes

There are no plan changes.

2. Justification

A gopher tortoise permit needed to be obtained to allow work within various areas of the project.

V. WAIVER

This Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this waiver constitutes an agreement between Peace Crossing CDD and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract and that CONTRACTOR shall waive all rights to file a claim on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

VI. APPROVAL AND CHANGE AUTHORIZATION

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original other than matters expressly provided herein.

RECOMMENDED BY:

Construction Manager

By _____
Signature

Title _____

Date _____

APPROVED BY:

Peace Crossing CDD
(Owner)

By _____
Signature

Title: _____

Date _____

ACCEPTED BY:

Contractor

By _____
Signature

Title _____

Date _____

By _____
Signature

Title: _____

Date _____

END OF SECTION



March 7, 2025
Revised March 27, 2025

Mr. Eric Lavoie
BTI Partners
Peace Crossing CDD

Re: Lake Wales Spine Rd – Change Order Request 007

Phillips and Jordan, Inc. was issued a stop work order on February 7, 2025, due to a gopher tortoise relocation/permit. The standby/delay was originally anticipated to be one to two weeks. Since the permit was not issued in the timeframe expected and to minimize the cost impacts to the owner, P&J released all equipment on February 19, 2025, and demobilized the site February 21, 2025. We continue doing the NPDES inspections, as required by the permit. Please see the attached change order request pricing associated with this impact through February 28, 2025. Please note that this is not a final cost. Additional mobilization, general conditions, and contract time will be requested under separate change order once we have been issued a notice to return. Please review and issue a change order to our contract in the amount of \$76,098.98.

Should you have any questions, please feel free to contact me at your convenience.

Phillips and Jordan, Inc.
Kayla Smith

Lake Wales Spine Rd - COR 007					
Item	Unit Measure	Quantity	Item Unit Cost	Total Cost	Days
<i>Stop Work Order Issued 02/07/25</i>					
<i>Standby Rates 02/07/25 - 02/19/25</i>					
202014-2022 CAT D5 LGP Dozer w/GPS	HR	64	\$ 48.70	\$ 3,116.80	
212016-2023 CAT 340 Excavator	HR	64	\$ 65.83	\$ 4,213.12	
216013-2021 John Deere 470G Excavator w/GPS	HR	64	\$ 60.71	\$ 3,885.44	
222021-2021 CAT 950 GC Wheel Loader	HR	15	\$ 28.12	\$ 421.80	
235008-2019 CAT 745 Off-Road	HR	64	\$ 77.00	\$ 4,928.00	
235010-2019 CAT 745 Off-Road	HR	64	\$ 77.00	\$ 4,928.00	
235064-2022 CAT 745 Off-Road	HR	64	\$ 76.82	\$ 4,916.48	
271001-2015 Volvo A40G Off-Road Water	HR	64	\$ 83.77	\$ 5,361.28	
A126-2015 CAT D6K2 LGP Dozer w/GPS	HR	64	\$ 30.90	\$ 1,977.60	
M277-2015 John Deere 9420R Tractor	HR	64	\$ 78.37	\$ 5,015.68	
X11166-Dynapac CA2500D Roller	HR	64	\$ 20.79	\$ 1,330.56	
260330-4" Vac Assist Pump w/ Hoses	LS	1	\$ 2,294.96	\$ 2,294.96	
<i>Receive Materials, SWPPP Inspections, Survey for Duke 02/07/25 - 02/28/25</i>					
Superintendent	HR	88	\$ 135.35	\$ 11,910.80	
Superintendent-Pickup	HR	88	\$ 13.77	\$ 1,211.76	
Foreman	HR	80	\$ 101.20	\$ 8,096.00	
Foreman-Pickup	HR	80	\$ 13.77	\$ 1,101.60	
Equipment Operator 1/A	HR	80	\$ 68.76	\$ 5,500.80	
222021-2021 CAT 950 GC Wheel Loader	HR	49	\$ 73.46	\$ 3,599.54	
Survey Crew (2-Man)	HR	8	\$ 225.00	\$ 1,800.00	
Surveyor-Pickup	HR	8	\$ 13.77	\$ 110.16	
P&P Bond Adjustment (0.5%)	LS	1	\$ 378.60	\$ 378.60	
Total Change Order Request 007				\$ 76,098.98	TBD
Notes:					
Equipment above is "standby" rates and cannot be used for any other pricing efforts.					
Additional mobilization, general conditions, and contract time to be requested on future change order.					

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

CONSENT AGENDA

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 11,239	\$ -	\$ -	\$ 11,239
Investments				
Revenue	-	1,005,392	-	1,005,392
Reserve	-	1,712,935	-	1,712,935
Construction	-	-	20,236,176	20,236,176
Cost of issuance	-	103	-	103
Due from Landowner	14,773	-	-	14,773
Total assets	<u>\$ 26,012</u>	<u>\$2,718,430</u>	<u>\$20,236,176</u>	<u>\$22,980,618</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 19,760	\$ -	\$ -	\$ 19,760
Contracts payable	-	-	163,175	163,175
Retainage payable	-	-	52,461	52,461
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>25,760</u>	<u>-</u>	<u>215,636</u>	<u>241,396</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>14,773</u>	<u>-</u>	<u>-</u>	<u>14,773</u>
Total deferred inflows of resources	<u>14,773</u>	<u>-</u>	<u>-</u>	<u>14,773</u>
Fund balances:				
Restricted for:				
Debt service	-	2,718,430	-	2,718,430
Capital projects	-	-	20,020,540	20,020,540
Unassigned	<u>(14,521)</u>	<u>-</u>	<u>-</u>	<u>(14,521)</u>
Total fund balances	<u>(14,521)</u>	<u>2,718,430</u>	<u>20,020,540</u>	<u>22,724,449</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 26,012</u>	<u>\$2,718,430</u>	<u>\$20,236,176</u>	<u>\$22,980,618</u>

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 6,305	\$ 42,014	\$ 86,290	49%
Total revenues	<u>6,305</u>	<u>42,014</u>	<u>86,290</u>	49%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	26,000	48,000	54%
Legal	523	9,959	25,000	40%
Engineering	-	7,212	2,000	361%
Dissemination agent*	83	500	1,000	50%
Telephone	16	117	200	59%
Postage	46	338	500	68%
Printing & binding	42	291	500	58%
Legal advertising	579	2,533	1,750	145%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	81	559	750	75%
Meeting room rental	-	500	-	N/A
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Unbudget field expenses	-	336	-	N/A
Total expenditures	<u>5,370</u>	<u>55,450</u>	<u>86,290</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	935	(13,436)	-	
Fund balances - beginning	(15,456)	(1,085)	-	
Fund balances - ending	<u><u>\$ (14,521)</u></u>	<u><u>\$ (14,521)</u></u>	<u><u>\$ -</u></u>	

*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 SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ 1,005,392	\$ 1,005,391
Interest	6,200	29,378
Total revenues	<u>1,011,592</u>	<u>1,034,769</u>
EXPENDITURES		
Debt service		
Cost of issuance	5,925	247,012
Total expenditures	<u>5,925</u>	<u>247,012</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,005,667	787,757
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,405,573
Underwriter's discount	-	(474,900)
Transfer in	-	30,413
Total other financing sources	<u>-</u>	<u>1,961,086</u>
Net change in fund balances	1,005,667	2,748,843
Fund balances - beginning	1,712,763	(30,413)
Fund balances - ending	<u><u>\$ 2,718,430</u></u>	<u><u>\$ 2,718,430</u></u>

**PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 73,897	\$ 364,681
Total revenues	<u>73,897</u>	<u>364,681</u>
EXPENDITURES		
Construction costs - Developer	<u>32,826</u>	<u>1,637,773</u>
Total expenditures	<u>32,826</u>	<u>1,637,773</u>
Excess/(deficiency) of revenues over/(under) expenditures	41,071	(1,273,092)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	21,339,428
Transfer out	-	(30,413)
Total other financing sources/(uses)	<u>-</u>	<u>21,309,015</u>
Net change in fund balances	41,071	20,035,923
Fund balances - beginning	<u>19,979,469</u>	<u>(15,383)</u>
Fund balances - ending	<u>\$ 20,020,540</u>	<u>\$ 20,020,540</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 Regular Meeting and Audit Committee Meeting on April 3, 2025 at 11:30 a.m., at the City of Davenport Community Center, 207 North Blvd West, Davenport, Florida 33837.

Present:

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

Also present:

Ernesto Torres	District Manager
Felix Rodriguez (via telephone)	Wrathell, Hunt and Associates, LLC
Kate John	District Counsel
Travis Fledderman	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:30 a.m.

Supervisors Kramer, Mays and Osborn were present. Supervisors Breakstone and Onorato were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2025-03, Amending Resolution 2024-21 and Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date

Mr. Torres presented Resolution 2025-03. This increases the limits of what can be approved/spent/dispensed without prior approval by the Board.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Resolution 2025-03, Amending Resolution 2024-21 and Authorizing the Disbursement of Funds of the District Without Prior Approval of the District's Board of Supervisors ("Board"); Setting Certain Monetary Thresholds; and Providing for Severability and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date

Mr. Torres presented Resolution 2025-04. This is necessary because the Fiscal Year 2024 expenditures exceeded budget. This will help avoid a finding in the annual audit.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Jr. Resolution 2025-04, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Recess Regular Meeting/Commencement of Audit Selection Committee Meeting

The Regular Meeting recessed and the Audit Selection Committee Meeting commenced.

SIXTH ORDER OF BUSINESS

Review of Responses to Request for Proposals (RFP) for Annual Audit Services

A. Affidavit of Publication

B. RFP Package

These items were included for informational purposes.

C. Respondent(s)

I. Berger, Toombs, Elam, Gaines & Frank

Bid \$3,800 for Fiscal Year 2024; \$5,200 if bond issuance occurs in Fiscal Year 2024.

II. Carr, Riggs & Ingram, L.L.C.

Bid \$5,500 for Fiscal Year 2024; if bonds are issued, the fee will increase by an amount not to exceed \$5,000 per year.

III. DiBartolomeo, McBee, Hartley & Barnes, P.A.

Bid \$2,850 for Fiscal Year 2024 and optional renewals at \$3,100 for Fiscal Year 2025, \$3,250 for Fiscal Year 2026, \$3,500 for Fiscal Year 2027 and \$3,600 for Fiscal Year 2028. Fee with bond issuance not provided.

IV. Grau & Associates

Bid \$2,800 for Fiscal Year 2024, \$2,900 for Fiscal Year 2025 and \$3,000 for Fiscal Year 2026; if bonds are issued the fee would increase by \$1,500.

D. Auditor Evaluation Matrix/Ranking

Mr. Torres presented the Audit Selection Committee's agreed upon scores and ranking of the respondents, as follows:

#1	Grau & Associates	100 points
#2	DiBartolomeo, McBee, Hartley & Barnes, P.A.	99 points
#3	Carr, Riggs & Ingram, L.L.C.	98 points
#4	Berger, Toombs, Elam, Gaines & Frank	97 points

SEVENTH ORDER OF BUSINESS**Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting**

The Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

EIGHTH ORDER OF BUSINESS**Consider Recommendation of Audit Selection Committee****• Award of Contract**

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the accepting the Audit Selection Committee's scores, ranking and recommendation, ranking Grau & Associates as the #1 ranked respondent to the RFP for Annual Audit Services as the Board's own, and awarding the Annual Audit Services contract to Grau & Associates, was approved.

NINTH ORDER OF BUSINESS**Consideration of Updated Statewide Mutual Aid Agreement**

Ms. John presented the Updated Statewide Mutual Aid Agreement. A Resolution will be presented at the next meeting to formally adopt the Agreement.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Updated Statewide Mutual Aid Agreement, was approved.

TENTH ORDER OF BUSINESS**Consent Agenda**

- A. Acceptance of Unaudited Financial Statements as of February 28, 2025**
- B. Approval of December 5, 2024 Regular Meeting Minutes**
- C. Ratification Items**
 - I. Lake Wales Property Holdings, LLC, Special Warranty Deed [ROW Donation - Thompson Nursery Road]**
 - II. Bio-Tech Consulting, LLC Addendum to Proposal for Professional Services for Lake Wales Property - Spine Road GT Relocation/Invoice**
 - III. G-A-I Consultants, Inc. Agreement for Continuing Construction Engineering & Inspection**
 - IV. WSB, LLC Agreements**
 - a. Continuing Construction Engineering & Inspection Services**
 - b. Construction Engineering & Inspection Services for Lake Wales Spine Road Project**
 - V. Polk County Interlocal Infrastructure Agreement [Thompson Nursery Road]**
 - VI. Ashton Land Development LLC Temporary Construction Easement Agreement**
 - VII. Posner Group Holdings LLC Temporary Construction Easement Agreement**

VIII. Core & Main Purchase Requisition Request [Lake Wales Spine Road, Civil Site Work]

IX. Polk County Property Appraiser Agreements

a. 2025 Data Sharing and Usage Agreement

b. Contract Agreement

X. Phillips & Jordan, Inc. Change Orders

a. No 001 [Lake Wales Spine Road Civil Site Work]

b. No 002 [Lake Wales Spine Road Civil Site Work]

XI. Gray-Robinson Engagement Letter for Legal Counsel Services

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Consent Agenda items, as presented, were ratified, accepted and/or approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Stantec Consulting Services, Inc.

There were no District Counsel or District Engineer Reports.

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

- NEXT MEETING DATE: May 1, 2025 at 9:00 AM

- QUORUM CHECK

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. Osborn and seconded by Mr. Kramer, with all in favor, the meeting adjourned at 11:46 a.m.

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181

182 _____
Secretary/Assistant Secretary

Chair/Vice Chair

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS I

**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

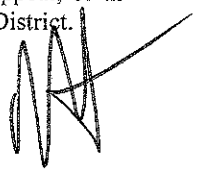
The following provisions supplement the proposal, dated April 10, 2025, and attached hereto as **Exhibit A** (the "Agreement").

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: Mark Austin
Its: [Signature]
Date: 8/10/25

**PEACE CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____
Date: _____

EXHIBIT A

Orlando (Headquarters)
3825 East South Street
Orlando, FL 32803

Cocoa
400 High Point Drive
Suite 400
Cocoa, FL 32926

Jacksonville
11350 St. Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Key West
1107 Key Plaza
Suite 259
Key West, FL 33040

Lantana
445 West Lantana Road
Suite 5
Lantana, FL 33462

Tallahassee
2660 T. Barrington Circle
Tallahassee, FL 32308

Tampa
600 Benjamin Road
Suite 100B
Tampa, FL 33634

Denver
10701 Melody Drive
Suite 304
Northglenn, CO 80234

Raleigh-Durham
1618 Christian Avenue
Suite 11
Durham, NC 27705

East Syracuse
6500 Old Colamer Road
Suite 112
East Syracuse, NY 13057

Bismarck
4501 Coleman Street
Suite 103
Bismarck, ND 58503

Austin
3801 N Capital of TX Highway
Suite E 240
Austin, TX 78746

Midland
1104 West County Road 42
Midland, TX 79706

San Antonio
7700 Broadway Street
Suite 104
San Antonio, TX 78209

Orlando (Land & Aquatic
Management Operations)
3825 Rouse Road
Orlando, FL 32817



Bio-Tech Consulting

Environmental and Permitting

April 10, 2025

Craig Wrathell
Peace Crossing CDD
PO Box 810036
Boca Raton, Florida 33481

Proj: Lake Wales Haul Road & Stockpile Areas - Gopher Tortoise Relocation
Re: Proposal for Environmental Services - (BTC Proposal No. 25-652)

Dear Craig:

Bio-Tech Consulting (BTC) is pleased to provide this proposal for environmental services associated with Lake Wales Haul Road & Stockpile Areas - Gopher Tortoise Relocation in Polk County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Please note, a deposit of \$6,798.00 (i.e., \$6,000.00 = 50% recipient site costs + \$798.00 = FWC mitigation fee) will be required prior to submitting the application to FWC and to secure the Gopher Tortoise Recipient Site Reservation Letter. The FWC Mitigation Fee of \$798.00 is based on an estimated population of two (2) tortoises at the time of application.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,
Mark Ausley
Vice President of Regulatory and Wildlife
Sciences

**PROPOSAL FOR ENVIRONMENTAL SERVICES
LAKE WALES HAUL ROAD & STOCKPILE AREAS - GOPHER
TORTOISE RELOCATION
BTC PROPOSAL No. 25-652**

1. FFWCC - GT MITIGATION FEE (11-10)

Pursuant to the Gopher Tortoise Permitting Guidelines (revised April 2023), the Florida Fish and Wildlife Conservation Commission (FFWCC) has implemented a per tortoise mitigation fee for all tortoises that will be impacted as a result of development activities. This fee must be paid to FFWCC prior to permit issuance.

NOTES: This task is based on a survey identifying 3 additional burrows with an estimated population of 2 tortoises.

TOTAL PRICE: \$798.00

2. FFWCC - GT PERMIT MODIFICATION (11-15)

Request a Gopher Tortoise Permit Modification from the Florida Fish and Wildlife Conservation Commission.

TOTAL PRICE: \$1,200.00

3. FFWCC - GT COORDINATION (11-16)

Coordination with the Florida Fish and Wildlife Conservation Commission (FFWCC) regarding the relocation of tortoises from the project site. This task may include replying to requests for additional information FFWCC may send out or conducting a site visit to verify current population.

TOTAL PRICE: \$800.00

4. FFWCC - GT AFTER ACTION REPORTING (11-17)

Submit an "After-action Report" to the Florida Fish and Wildlife Conservation Commission within 45 days of the excavation efforts. This report will detail weight, size and sex of the gopher tortoise as well as the overall success of the relocation efforts.

TOTAL PRICE: \$200.00

5. GT RELOCATION - BACKHOE & OPERATOR (11-21)

Upon issuance of either the "10 or Fewer" or "Conservation" permit, gopher tortoise burrows will be excavated via a backhoe with an Authorized Agent.

TOTAL PRICE: \$2,000.00

6. GT RELOCATION - BIOLOGIST & TRANSPORTATION (11-22)

Upon issuance of either the "10 or Fewer" or "Conservation" relocation permit, the on-site gopher tortoise burrows will be excavated by a Florida Fish and Wildlife Conservation Commission-approved Authorized Agent and will be transported to a recipient site within 24-72 hours.

TOTAL PRICE: \$2,000.00

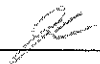
7. GT RELOCATION - RECIPIENT SITE FEE (11-23)

Upon issuance of either the "10 or Fewer" or "Conservation" relocation permit, the on-site gopher tortoise burrows will be relocated by a Florida Fish and Wildlife Conservation Commission-approved Authorized Agent.

Total Number of GTs: 2

Per GT Price: \$6,000.00

TOTAL PRICE: \$12,000.00

INITIAL:  (BTC) _____ (Client)

Bio-Tech Consulting
Time & Materials Schedule

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$300.00/Hour
Vice Presidents/Directors	\$200.00/Hour
Senior Scientist	\$200.00/Hour
Environmental Lead	\$185.00/Hour
Environmental Scientist IV	\$175.00/Hour
Environmental Scientist III	\$165.00/Hour
Environmental Scientist II	\$155.00/Hour
Environmental Scientist I	\$145.00/Hour
Land Management Supervisor	\$150.00/Hour
Environmental Field Tech	\$105.00/Hour
GIS and Data Analyst	\$120.00/Hour
Administration	\$75.00/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 or 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 rate 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:



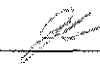
John Miklos, President
Bio-Tech Consulting, LLC

April 10, 2025

Date

Authorized Signatory

Date

INITIAL:  (BTC) _____ (Client)

MANDATORY

Billing/Accounts Payable Contact:

Billing Information: Name: _____
 Title: _____
 Company: _____
 Address: _____

 Phone: _____
 Cell: _____
 Fax: _____
 E-mail: _____

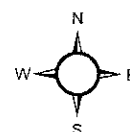
☐

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.

PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS II

IN THE CIRCUIT COURT
OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR POLK COUNTY, FLORIDA

THE POLK REGIONAL WATER COOPERATIVE, an)	Case No. 53-2025CA-
Independent Special District created under the laws)	00032652PE00
of the State of Florida,)	00032652TC00
)	00032654PE00
Petitioner,)	00032654TC00
)	
vs.)	
)	
LAKE WALES PROPERTY HOLDINGS, LLC,)	
A Delaware limited liability company; DUKE ENERGY)	
FLORIDA, LLC, a Florida Limited Liability Company;)	
PEACE CROSSING COMMUNITY DEVELOPMENT)	Section: 08
DISTRICT; JOE G. TEDDER, POLK COUNTY TAX)	10052-PE
COLLECTOR; and any and all other persons)	10052-TCE
having or claiming to have any right, title or interest)	10054-PE
by, through, under or against the above-named)	10054-TCE
defendants, or otherwise claiming any right, title or)	
interest in the real property described in this action.)	
)	
Defendants.)	
)	

STIPULATED ORDER OF TAKING
AS TO PARCELS 10052-PE, 10052-TCE, 10054-PE AND 10054-TCE

THIS CAUSE came on for consideration by the Court upon the stipulation and motion of Petitioner, THE POLK REGIONAL WATER COOPERATIVE, an Independent Special District created under the laws of the State of Florida and Defendants, LAKE WALES PROPERTY HOLDINGS, LLC, a Florida Limited Liability Company, PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT, and DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, by and through their undersigned

attorneys, for entry of this Stipulated Order of Taking, and the Court having reviewed the record and it appearing that proper notice was first given to all Defendants and to all persons having or claiming any equity, lien, title or other interest in or to Parcels 10052-PE, 10052-TCE, 10054-PE and 10054-TCE, and the Court being fully advised in the premises, it is:

ORDERED and ADJUDGED as follows:

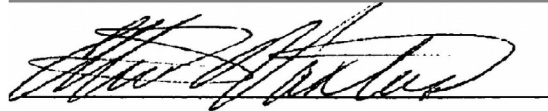
1. The Court has jurisdiction of the subject matter and the parties to this cause.
2. The pleadings in this cause are sufficient.
3. The Petitioner is properly exercising its delegated authority pursuant to Chapters 73, 74 and 163, Florida Statutes, to acquire the necessary property for its project.
4. The property is being acquired for a public purpose.
5. The taking of the property is reasonably necessary to serve the public purpose for which the property is being acquired.
6. The Estimate of Value in this cause by Petitioner was made in good faith and is based upon a valid appraisal.
7. That upon the payment of the deposit hereinafter specified into the Registry of the Court, the right, title or interest specified in the Petition and described in the attached composite Exhibit "AA" shall vest in the Petitioner and the Petitioner shall be entitled to immediate possession of the property.
8. This order is without prejudice to either party as to the ultimate amount compensation and the deposit of money will secure the persons lawfully entitled to such compensation, which will ultimately be determined by final judgment of this Court. This Stipulated Order of Taking shall not be made known to the jury for any purpose in the event of a valuation trial.
9. The sum of money to be deposited in the Registry of the Court within 20 days of the entry of this Order shall be in the amount of \$500.00 for Parcel 10052-PE (Case # 53-2025CA-00032652PE00), \$300.00 for Parcel 10052-TCE (Case # 53-2025CA-00032652TC00), \$45,950.00 for Parcel 10054-PE (Case # 53-2025CA-00032654PE00) and \$12,300.00 or Parcel 10052-TCE (Case #

53-2025CA-00032652TC00), for a total of **Fifty-Nine Thousand Fifty and No/100 (\$59,050.00)** for the four parcels described above.

10. This amount constitutes the minimum compensation to be recovered by Defendant and, notwithstanding any verdict that may be rendered below that amount, in no event will Judgment be entered below the amount of the deposit required herein.
11. Pursuant to Section 73.061, Florida Statutes, ad valorem taxes shall be prorated against the owner as of the date of deposit, and the Clerk is hereby ordered and directed without further Order of this Court to deduct such taxes from the deposit and disburse the prorated taxes directly to the Tax Collector for Polk County, Florida and mail said payment to the Polk County Tax Collector, c/o Tineshia Morris, Esq., Post Office Box 2016, Bartow, FL 33831, and upon payment, this suit shall stand dismissed as to the Polk County Tax Collector as to Parcels 10052-PE, 10052-TCE, 10054-PE and 10054-TCE.
12. Upon receipt of the deposit referenced in Paragraph 9, above, the Clerk is hereby ordered and directed without further Order of this Court to issue a check in the amount of **Fifty-Nine Thousand Fifty and No/100 (\$59,050.00)** less pro rata taxes due as to Parcels 10052-PE, 10052-TCE, 10054-PE and 10054-TCE, if any, payable to the Trust Account of GrayRobinson, P.A. and mail said check to Summer E. DeGel, Esq., GrayRobinson, P.A. P.O. Box 3068, Orlando, FL 32802 as attorney for Defendant LAKE WALES PROPERTY HOLDINGS, LLC, for proper distribution.

ORDERED in Bartow, Polk County Florida on Thursday, May 15, 2025.

53-2025-CA-000326-52PE-00 05/15/2025 04:36:36 PM

A handwritten signature in black ink, appearing to read "Ellen Masters", written over a horizontal line.

Ellen Masters, Circuit Judge
53-2025-CA-000326-52PE-00 05/15/2025 04:36:36 PM

Copies furnished to:

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Joe G. Tedder
Polk County Tax Collector

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Copies for parties without e-mail addresses to be furnished via U.S. Mail by counsel for Petitioner

STIPULATION AND MOTION FOR ENTRY OF ORDER OF TAKING

Petitioner, THE POLK REGIONAL WATER COOPERATIVE, an Independent Special District created under the laws of the State of Florida and Defendants, LAKE WALES PROPERTY HOLDINGS, LLC, a Florida Limited Liability Company, and PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT, by and through their undersigned attorneys, stipulate to the above Stipulated Order of Taking as to Parcels 10052-PE, 10052-TCE, 10054-PE and 10054-TCE, joined by DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, by and through its undersigned attorney, as to Parcel 10054-PE, and move the Court for entry of the foregoing Stipulated Order of Taking.

/s/ Anthony V. Policastro

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Lake Wales Property Holdings, LLC and
Peace Crossing Community
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Attorneys for Duke Energy Florida, LLC

COMPOSITE EXHIBIT “AA”

**SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND
SOUTHEAST TRANSMISSION LINE PROJECT** **POLK**
COUNTY

PARCEL: 10052-PE

ESTATE: PERMANENT EASEMENT

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize (but not to exceed 42 inches in diameter), replace and remove a single water transmission line and related necessary fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, within a reasonable time after construction, installation, and testing, PRWC will restore the surface of all disturbed areas

within the Easement to its original contour and in as good or better condition, as near as is reasonably practicable.

3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping including irrigation, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, a determination on the granting or withholding of which shall not be unreasonably delayed or withheld, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

The foregoing Grant of Easement shall be subject to the following additional covenants and agreements between Owner and PRWC:

6. The use of the Easement granted hereby does not run to the public and no rights hereunder are granted or approved except for the purposes and use described above by PRWC, its agents, successors, and assigns, including, but not limited to the member governments of the Polk Regional Water Cooperative.
7. The water transmission line and related fixtures and/or appurtenances thereto are intended to be constructed underground. PRWC shall not construct any above ground improvements except for air release, blow off, and vacuum valves, and bollards to protect such valves, as well as concrete pads beneath the valves and any other valves or equipment necessary to operate and maintain the underground water transmission line within the Easement Area. All of the water transmission lines and related improvements, whether above ground or underground, are referred to herein as the "Facilities".
8. The underground water transmission line shall be buried at a minimum depth of thirty-six (36) inches from the surface. Neither party shall reduce the soil cover over said line without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Nothing in this paragraph prevents the PRWC from reducing soil cover over said line in connection with emergency related repairs, for which no advance consent from the Owner is necessary. The Owner shall have the right to add a maximum of 12 inches of additional fill, with the written approval of the PRWC, a determination on the granting or withholding of which shall not be unreasonably delayed.
9. The Owner shall have the right to perpendicularly cross the Easement Area with public or private utility crossings, including drainage systems, parking areas, and roadway crossings, after review and written approval from PRWC. Such crossings and improvements must comply with applicable state and local laws and regulations; in addition, any utility crossings must have a separation that is the greater of 18-inches or any separation required by state or local laws and environmental regulations including those specifically established by the Florida Department of Environmental Protection. Any roadway crossings shall provide at least 18-inches separation from the top of the Facilities to the bottom of any road base and at least 48-inches from the top of any Facilities to the road grade. In addition, for any roadway crossings or crossings by a utility, PRWC shall require a structural analysis completed by a Florida Licensed Professional Engineer, at Owner's sole expense, to demonstrate protection of the Facilities. PRWC shall have the sole right of approval of this analysis, however, such approval shall not be unreasonably withheld, conditioned or delayed. To the extent that any relocation of PRWC facilities is necessitated as a result of the improvements described in this Paragraph, the Owner shall be solely responsible for the cost of such relocation.
10. Within a reasonable time after construction of the underground pipeline, PRWC shall be responsible for restoring any earth disturbed to its pre-existing grades and condition, including paving, and seeding, so long as those do not interfere with the rights granted herein. In the event that PRWC performs emergency related repairs or unscheduled infrastructure adjustment activities, or scheduled community improvement projects to the Facilities within the Easement, PRWC shall be

responsible for restoring the disturbed portions of the Easement Area to as good or better condition that existed prior to the disturbance activity by PRWC.

11. PRWC shall require any Independent Contractor to maintain general liability in the amount of at least Two Million Dollars, automobile liability, and workers' compensation insurance, if applicable, provided those amounts are commercially reasonable to adequately protect the Owner from losses that may arise out of or be related in any way to any Independent Contractor's acts or omission under this Easement. Upon request of the Owner, PRWC shall promptly cause evidence of such insurance to be furnished to the Owner.
12. PRWC shall indemnify, defend, and hold harmless the Owner, its successors and assigns, and any mortgagee of the Owner free from any and all Claims for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of PRWC while acting within the scope of the employee's office or employment to the extent provided in Section 768.28, Florida Statutes, up to the limits of liability set forth in section 768.28(5), Florida Statutes as may be further increased, modified, amended or repealed. Notwithstanding the foregoing and to the extent applicable, this indemnity by PRWC shall not be construed or interpreted to alter or waive the entitlement of PRWC to the protection of sovereign immunity, or to extend or to modify PRWC's liability beyond the limits established by applicable Florida law generally, and more specifically, Article X, Section 13 of the Florida Constitution and Section 768.28 Florida Statutes both as may be further increased, modified, amended or repealed.
13. PRWC and all its contractors and subcontractors shall adhere to standard construction practices as to excavation, erosion control, backfill, compaction, and paving. PRWC and all contractors shall comply with federal, state, county, and local laws and regulations.
14. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of either party hereto shall have any personal liability under this Agreement.

"EXHIBIT A"

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH

10052-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Southeast 1/4 of Section 30, Township 29 South, Range 27 East, Polk County, Florida, being South 88°55'28" West.

PARCEL ID 272930-000000-021010
LAKE WALES PROPERTY HOLDINGS LLC
(O.R. 12038, PG. 1250)

SUBJECT PARCEL
10052-PE
CONTAINING 399.96 SQUARE FEET,
MORE OR LESS

EAST LINE OF THE
SE 1/4 OF SECTION 30

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 88°55'28" W	20.00'
L2	N 00°16'49" W	20.00'
L3	N 88°55'28" E	20.00'
L4	S 00°16'49" E	20.00'

S 88°55'28" W (BASIS OF BEARINGS)

SOUTH LINE OF THE
SE 1/4 OF SECTION 30

SCALE 1" = 20'

POINT OF BEGINNING

SE CORNER OF THE SE 1/4
OF SECTION 30,
TOWNSHIP 29 SOUTH,
RANGE 27 EAST

DESCRIPTION:

A parcel of land being a portion of "Parcel 6" as described in Official Records Book 12038, Pages 1250 through 1253, Public Records of Polk County, Florida, located in the Southeast 1/4 of Section 30, Township 29 South, Range 27 East, being more particularly described as follows:

BEGIN at the Southeast corner of said Southeast 1/4 of Section 30; thence South 88°55'28" West, along the South line of said Southeast 1/4, a distance of 20.00 feet; thence North 00°16'49" West, 20.00 feet; thence North 88°55'28" East, 20.00 feet to the East line of said Southeast 1/4; thence South 00°16'49" East, along said East line, 20.00 feet to the POINT OF BEGINNING. Said parcel containing 399.96 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P

Ammermann

Digitally signed by
Jeffrey P Ammermann

Date: 2024.02.26

21:00:22 -05'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1

CS PROJECT: 8825.03

10052-PE

SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/26/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\T.S.dwg 10052-PE Feb 26, 2024 8:59pm by: jammermann

**SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND
SOUTHEAST TRANSMISSION LINE PROJECT** **POLK**
COUNTY

PARCEL: 10052-TCE

ESTATE: TEMPORARY CONSTRUCTION EASEMENT

The nature, terms and duration of the nonexclusive temporary construction easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the right of temporary ingress and egress, construction staging by PRWC over and across the Easement Area, and to perform all such necessary acts for the construction of the PRWC water transmission line and appurtenances, which pipeline and its appurtenances will be installed within permanent easements in favor of PRWC.
2. Within a reasonable time after construction is complete, PRWC shall restore the surface of all disturbed areas within the Easement Area to their original contour and condition, as near as is reasonably practicable, including, without limitation, replacing any paving or grassed areas.
3. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

The foregoing Grant of Easement shall be subject to the following additional covenants and agreements between Owner and PRWC:

4. The use of the Easement granted hereby does not run to the public and no rights hereunder are granted or approved except for the purposes and use described above by PRWC, its agents, successors, and assigns, including, but not limited to the member governments of the Polk Regional Water Cooperative.
5. PRWC shall require any Independent Contractor to maintain general liability in the amount of at least Two Million Dollars, automobile liability, and workers'

compensation insurance, if applicable, provided those amounts are commercially reasonable to adequately protect the Owner and its shareholders from losses that may arise out of or be related in any way to any Independent Contractor's acts or omission under this Easement. Upon request of the Owner, PRWC shall promptly cause evidence of such insurance to be furnished to the Owner.

6. PRWC shall indemnify, defend, and hold harmless the Owner, its shareholders, and any mortgagee of the Owner free from any and all Claims for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of PRWC while acting within the scope of the employee's office or employment to the extent provided in Section 768.28, Florida Statutes, up to the limits of liability set forth in section 768.28(5), Florida Statutes as may be further increased, modified, amended or repealed. Notwithstanding the foregoing and to the extent applicable, this indemnity by PRWC shall not be construed or interpreted to alter or waive the entitlement of PRWC to the protection of sovereign immunity, or to extend or to modify PRWC's liability beyond the limits established by applicable Florida law generally, and more specifically, Article X, Section 13 of the Florida Constitution and Section 768.28 Florida Statutes both as may be further increased, modified, amended or repealed.
7. PRWC and all Independent Contractors shall adhere to standard construction practices as to excavation, erosion control, backfill, compaction, and paving. PRWC and all Independent Contractors shall comply with federal, state, county, and local laws and regulations.
8. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of either party hereto shall have any personal liability under this Agreement.

"EXHIBIT A"

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH

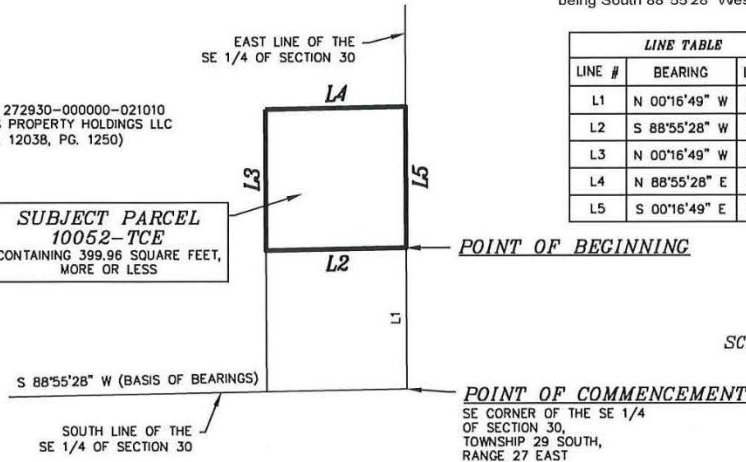
10052-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Southeast 1/4 of Section 30, Township 29 South, Range 27 East, Polk County, Florida, being South 88°55'28" West.

PARCEL ID 272930-000000-021010
LAKE WALES PROPERTY HOLDINGS LLC
(O.R. 12038, PG. 1250)

SUBJECT PARCEL
10052-TCE
CONTAINING 399.96 SQUARE FEET,
MORE OR LESS



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°16'49" W	20.00'
L2	S 88°55'28" W	20.00'
L3	N 00°16'49" W	20.00'
L4	N 88°55'28" E	20.00'
L5	S 00°16'49" E	20.00'

SCALE 1" = 20'

DESCRIPTION:

A parcel of land being a portion of "Parcel 6" as described in Official Records Book 12038, Pages 1250 through 1253, Public Records of Polk County, Florida, located in the Southeast 1/4 of Section 30, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of said Southeast 1/4 of Section 30; thence North 00°16'49" West, along the East line of Southeast 1/4 of said Section 30, a distance of 20.00 feet to the POINT OF BEGINNING; thence South 88°55'28" West, 20.00 feet; thence North 00°16'49" West, 20.00 feet; thence North 88°55'28" East, 20.00 feet to said East line of the Southeast 1/4; thence South 00°16'49" East, along said East line, 20.00 feet to the POINT OF BEGINNING. Said parcel containing 399.96 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.02.26
21:04:08 -05'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1

CS PROJECT: 8825.03

10052-TCE

SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/26/2024

10052-TCE Feb 26, 2024 9:03pm by: jammermann

**SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND
SOUTHEAST TRANSMISSION LINE PROJECT** **POLK**
COUNTY

PARCEL: 10054-PE

ESTATE: PERMANENT EASEMENT

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize (but not to exceed 42 inches in diameter), replace and remove a single water transmission line and related necessary fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, within a reasonable time after construction, installation, and testing, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and in as good or better condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping including irrigation, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by

Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, a determination on the granting or withholding of which shall not be unreasonably delayed or withheld, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.

4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

The foregoing Grant of Easement shall be subject to the following additional covenants and agreements between Owner and PRWC:

6. The use of the Easement granted hereby does not run to the public and no rights hereunder are granted or approved except for the purposes and use described above by PRWC, its agents, successors, and assigns, including, but not limited to the member governments of the Polk Regional Water Cooperative.
7. The water transmission line and related fixtures and/or appurtenances thereto are intended to be constructed underground. PRWC shall not construct any above ground improvements except for air release, blow off, and vacuum valves, and bollards to protect such valves, as well as concrete pads beneath the valves

and any other valves or equipment necessary to operate and maintain the underground water transmission line within the Easement Area. All of the water transmission lines and related improvements, whether above ground or underground, are referred to herein as the "Facilities".

8. The underground water transmission line shall be buried at a minimum depth of thirty-six (36) inches from the surface. Neither party shall reduce the soil cover over said line without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Nothing in this paragraph prevents the PRWC from reducing soil cover over said line in connection with emergency related repairs, for which no advance consent from the Owner is necessary. The Owner shall have the right to add a maximum of 12 inches of additional fill, with the written approval of the PRWC, a determination on the granting or withholding of which shall not be unreasonably delayed.
9. The Owner shall have the right to perpendicularly cross the Easement Area with public or private utility crossings, including drainage systems, parking areas, and roadway crossings, after review and written approval from PRWC. Such crossings and improvements must comply with applicable state and local laws and regulations; in addition, any utility crossings must have a separation that is the greater of 18-inches or any separation required by state or local laws and environmental regulations including those specifically established by the Florida Department of Environmental Protection. Any roadway crossings shall provide at least 18-inches separation from the top of the Facilities to the bottom of any road base and at least 48-inches from the top of any Facilities to the road grade. In addition, for any roadway crossings or crossings by a utility, PRWC shall require a structural analysis completed by a Florida Licensed Professional Engineer, at Owner's sole expense, to demonstrate protection of the Facilities. PRWC shall have the sole right of approval of this analysis, however, such approval shall not be unreasonably withheld, conditioned or delayed. To the extent that any relocation of PRWC facilities is necessitated as a result of the improvements described in this Paragraph, the Owner shall be solely responsible for the cost of such relocation.
10. Within a reasonable time after construction of the underground pipeline, PRWC shall be responsible for restoring any earth disturbed to its pre-existing grades and condition, including paving, and seeding, so long as those do not interfere with the rights granted herein. In the event that PRWC performs emergency related repairs or unscheduled infrastructure adjustment activities, or scheduled community improvement projects to the Facilities within the Easement, PRWC shall be responsible for restoring the disturbed portions of the Easement Area to as good or better condition that existed prior to the disturbance activity by PRWC.
11. PRWC shall require any Independent Contractor to maintain general liability in the amount of at least Two Million Dollars, automobile liability, and workers' compensation insurance, if applicable, provided those amounts are commercially reasonable to adequately protect the Owner from losses that may arise out of or be related in any way to any Independent Contractor's acts or omission under this

Easement. Upon request of the Owner, PRWC shall promptly cause evidence of such insurance to be furnished to the Owner.

12. PRWC shall indemnify, defend, and hold harmless the Owner, its successors and assigns, and any mortgagee of the Owner free from any and all Claims for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of PRWC while acting within the scope of the employee's office or employment to the extent provided in Section 768.28, Florida Statutes, up to the limits of liability set forth in section 768.28(5), Florida Statutes as may be further increased, modified, amended or repealed. Notwithstanding the foregoing and to the extent applicable, this indemnity by PRWC shall not be construed or interpreted to alter or waive the entitlement of PRWC to the protection of sovereign immunity, or to extend or to modify PRWC's liability beyond the limits established by applicable Florida law generally, and more specifically, Article X, Section 13 of the Florida Constitution and Section 768.28 Florida Statutes both as may be further increased, modified, amended or repealed.
13. PRWC and all its contractors and subcontractors shall adhere to standard construction practices as to excavation, erosion control, backfill, compaction, and paving. PRWC and all contractors shall comply with federal, state, county, and local laws and regulations.
15. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of either party hereto shall have any personal liability under this Agreement.

"EXHIBIT A"

DESCRIPTION
10054-PE

DESCRIPTION:

A parcel of land being a portion of "Parcel 5" as described in Official Records Book 12038, Pages 1250 through 1253, Public Records of Polk County, Florida, located in Section 29, Township 29 South, Range 27 East, being more particularly described as follows:

(PE-A)

BEGIN at the Southwest corner of the Southwest 1/4 of said Section 29; thence North 00°16'49" West, along the West line of said Southwest 1/4, a distance of 20.00 feet; thence North 88°53'05" East, 1426.91 feet to a non-tangent curve to the left having a radius of 1020.00 feet, a central angle of 05°55'16", a chord bearing of North 82°20'22" East, and a chord distance of 105.36 feet, thence along the arc of said curve, 105.41 feet to the intersection with the North maintained right-of-way line of Mountain Lake Cutoff Road as depicted on Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida, also being Point "A"; thence South 60°05'20" West, along said North maintained right-of-way line, 66.46 feet to the intersection with the South line of said Southwest 1/4 of said Section 29; thence South 88°53'05" West, along said South line, 1473.64 feet to the POINT OF BEGINNING. Said parcel containing 30,235.29 square feet, more or less.

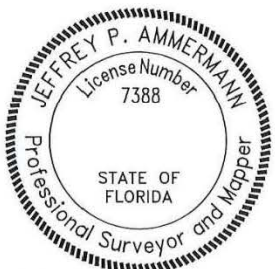
AND

(PE-B)

COMMENCE at Point "A" as described above, thence North 60°05'20" East, along said North maintained right-of-way line, 6.92 feet; thence North 83°03'46" East, along said North maintained right-of-way line, 67.20 feet to the POINT OF BEGINNING; thence North 80°57'36" East, 42.41 feet; thence North 88°49'58" East, 190.88 feet to the intersection with said North maintained right-of-way line of Mountain Lake Cutoff Road; thence South 88°24'56" West, along said North maintained right-of-way line, 100.00 feet; thence South 87°50'15" West, along said North maintained right-of-way line, 99.78 feet; thence South 83°03'46" West, along said maintained right-of-way line, 33.31 feet to the POINT OF BEGINNING. Said parcel containing 210.50 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



**Jeffrey P
Ammermann**

Digitally signed by
Jeffrey P Ammermann
Date: 2024.08.10
09:48:33 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

**PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

10054-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 08/10/2024

SHEET NO. V-01

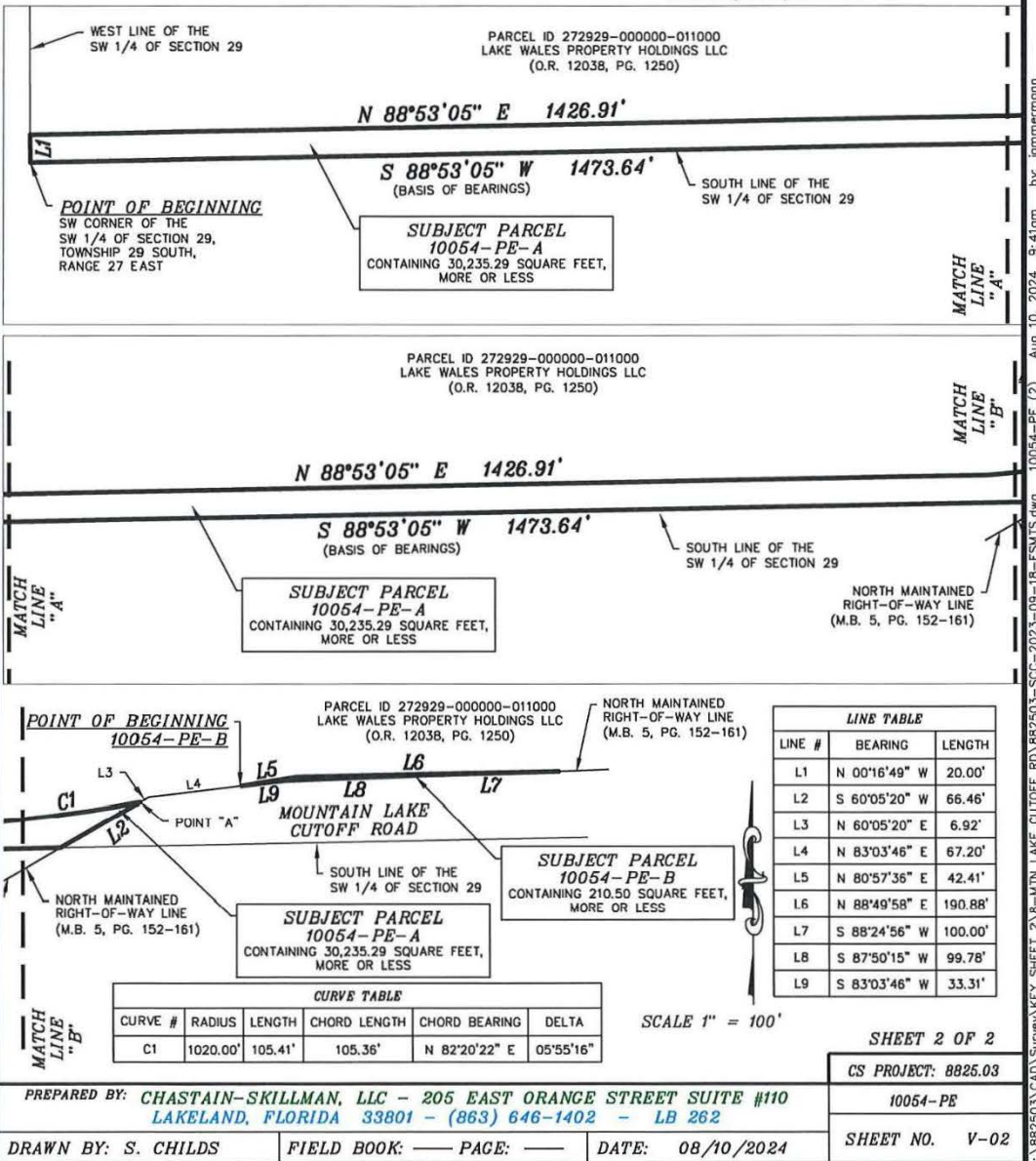
P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESMIS.dwg 10054-PE Aug 10, 2024 9:41am by: jammermann

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE(S)
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH**10054-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Southwest 1/4 of Section 29, Township 29 South, Range 27 East, Polk County, Florida, being South 88°53'05" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



**SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND
SOUTHEAST TRANSMISSION LINE PROJECT** **POLK**
COUNTY

PARCEL: 10054-TCE

ESTATE: TEMPORARY CONSTRUCTION EASEMENT

The nature, terms and duration of the nonexclusive temporary construction easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the right of temporary ingress and egress, construction staging by PRWC over and across the Easement Area, and to perform all such necessary acts for the construction of the PRWC water transmission line and appurtenances, which pipeline and its appurtenances will be installed within permanent easements in favor of PRWC.
2. Within a reasonable time after construction is complete, PRWC shall restore the surface of all disturbed areas within the Easement Area to their original contour and condition, as near as is reasonably practicable, including, without limitation, replacing any paving or grassed areas.
3. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

The foregoing Grant of Easement shall be subject to the following additional covenants and agreements between Owner and PRWC:

4. The use of the Easement granted hereby does not run to the public and no rights hereunder are granted or approved except for the purposes and use described above by PRWC, its agents, successors, and assigns, including, but not limited to the member governments of the Polk Regional Water Cooperative.

5. PRWC shall require any Independent Contractor to maintain general liability in the amount of at least Two Million Dollars, automobile liability, and workers' compensation insurance, if applicable, provided those amounts are commercially reasonable to adequately protect the Owner and its shareholders from losses that may arise out of or be related in any way to any Independent Contractor's acts or omission under this Easement. Upon request of the Owner, PRWC shall promptly cause evidence of such insurance to be furnished to the Owner.
6. PRWC shall indemnify, defend, and hold harmless the Owner, its shareholders, and any mortgagee of the Owner free from any and all Claims for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of PRWC while acting within the scope of the employee's office or employment to the extent provided in Section 768.28, Florida Statutes, up to the limits of liability set forth in section 768.28(5), Florida Statutes as may be further increased, modified, amended or repealed. Notwithstanding the foregoing and to the extent applicable, this indemnity by PRWC shall not be construed or interpreted to alter or waive the entitlement of PRWC to the protection of sovereign immunity, or to extend or to modify PRWC's liability beyond the limits established by applicable Florida law generally, and more specifically, Article X, Section 13 of the Florida Constitution and Section 768.28 Florida Statutes both as may be further increased, modified, amended or repealed.
7. PRWC and all Independent Contractors shall adhere to standard construction practices as to excavation, erosion control, backfill, compaction, and paving. PRWC and all Independent Contractors shall comply with federal, state, county, and local laws and regulations.
8. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of either party hereto shall have any personal liability under this Agreement.

"EXHIBIT A"

DESCRIPTION
10054-TCE

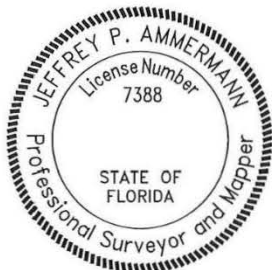
DESCRIPTION:

A parcel of land being a portion of "Parcel 5" as described in Official Records Book 12038, Pages 1250 through 1253, Public Records of Polk County, Florida, located in Section 29, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 29; thence North 00°16'49" West, along the West line of said Southwest 1/4, a distance of 20.00 feet to the POINT OF BEGINNING; thence continue North 00°16'49" West, along said West line, 20.00 feet; thence North 88°53'05" East, 384.46 feet; thence South 01°06'55" East, 15.00 feet; thence North 88°53'05" East, 1042.00 feet to a non-tangent curve to the left having a radius of 1015.00 feet, a central angle of 05°54'44", a chord bearing of North 82°20'06" East, and a chord distance of 104.69 feet; thence along the arc of said curve, 104.74 feet; thence North 80°57'32" East, 116.52 feet; thence North 88°48'14" East, 514.29 feet to the intersection with the North maintained right-of-way line of Mountain Lake Cutoff Road as depicted on Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence along said North maintained right-of-way line the following four (4) courses; thence (1) South 87°54'00" West, 23.08 feet; thence (2) South 87°33'23" West, 100.02 feet; thence (3) South 88°24'56" West, 100.00 feet; thence (4) South 87°43'42" West, 100.01 feet; thence South 88°49'58" West, 190.88 feet; thence South 80°57'36" West, 42.41 feet to the intersection with said North maintained right-of-way line; thence South 83°03'46" West, along said North maintained right-of-way line, 67.20 feet; thence South 60°05'20" West, along said North maintained right-of-way line, 6.92 feet to a non-tangent curve to the right having a radius of 1020.00 feet, a central angle of 05°55'16", a chord bearing of South 82°20'22" West, and a chord distance of 105.36 feet; thence along the arc of said curve, 105.41 feet; thence South 88°53'05" West, 1426.91 feet to the POINT OF BEGINNING. Said parcel containing 15,735.90 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



**Jeffrey P
Ammermann**

Digitally signed by
Jeffrey P Ammermann
Date: 2024.08.10
09:49:22 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

**PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

10054-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 08/10/2024

SHEET NO. V-01

LEGEND:

P.B. = PLAT BOOK
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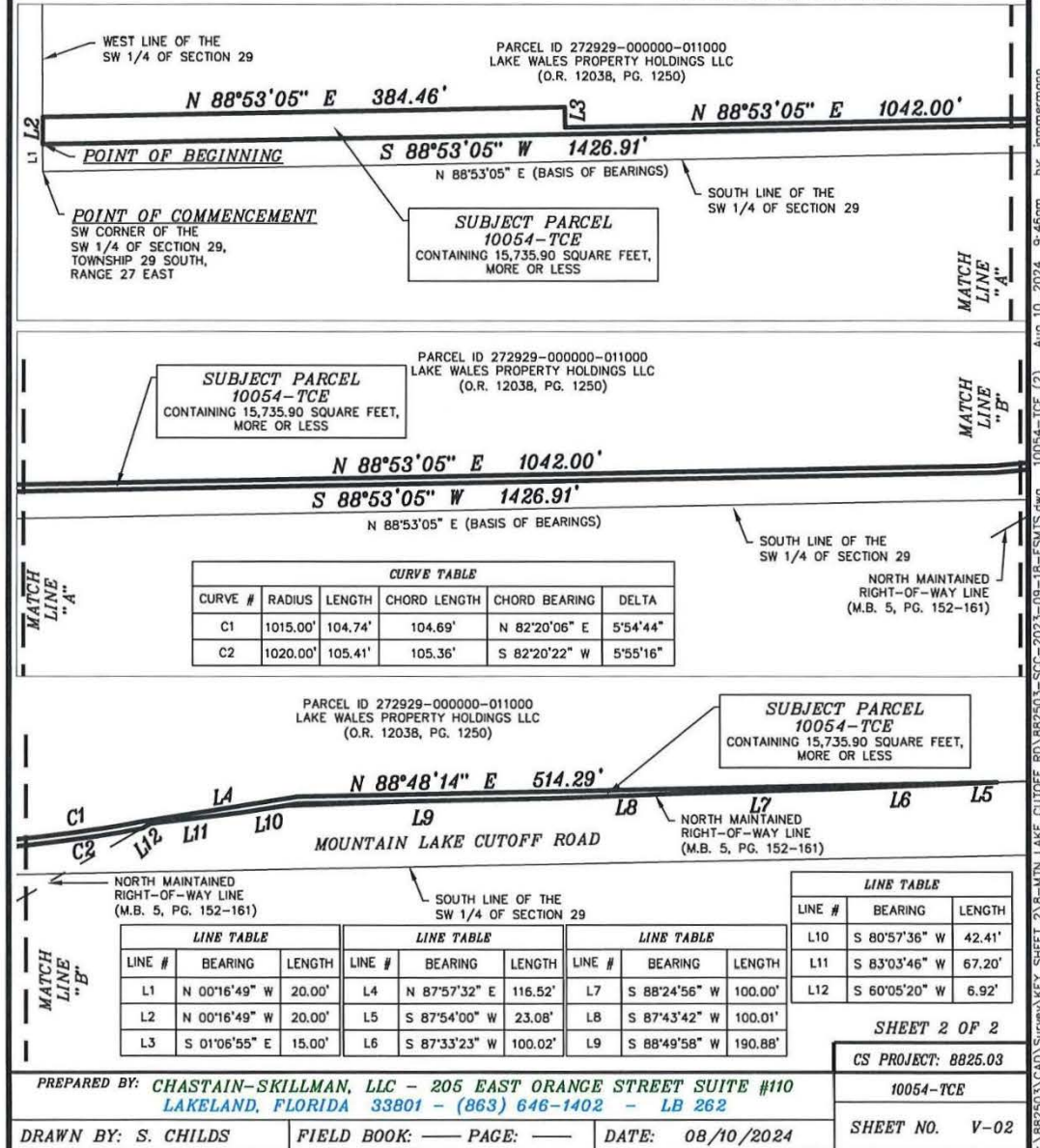
DESCRIPTION SKETCH

10054-TCE

NOTES:

SCALE 1" = 100'

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Southwest 1/4 of Section 29, Township 29 South, Range 27 East, Polk County, Florida, being South 88°53'05" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



PEACE CROSSING

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Ramada by Wyndham Davenport Orlando South</i> <i>43824 Highway 27, Davenport, Florida 33837-6808</i> ¹ <i>Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897</i> ² <i>City of Davenport Community Center, 207 North Blvd West, Davenport, Florida 33837</i> ³ <i>Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024 CANCELED	Regular Meeting	11:00 AM
November 7, 2024	Regular Meeting	11:00 AM
December 5, 2024	Regular Meeting	11:00 AM
January 9, 2025 ¹ CANCELED	Regular Meeting	11:00 AM
February 6, 2025 ¹ CANCELED	Regular Meeting	11:00 AM
March 6, 2025 ² CANCELED	Regular Meeting	11:30 AM
April 3, 2025 ²	Regular Meeting	11:30 AM
May 1, 2025 ² CANCELED	Regular Meeting	11:30 AM
June 5, 2025 ³	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	12:00 PM
July 3, 2025 ³	Regular Meeting	12:00 PM
August 7, 2025 ²	Regular Meeting	11:30 AM
September 4, 2025 ²	Regular Meeting	11:30 AM

Exception

**January meeting date is one (1) week later to accommodate New Year's Day.*