

*Peace Creek
Community Development District*

Meeting Agenda

February 13, 2024

AGENDA

Peace Creek

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

February 6, 2024

Board of Supervisors Meeting Peace Creek Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Peace Creek Community Development District** will be held on **Tuesday, February 13, 2024, at 10:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850.**

Zoom Video Link: <https://us06web.zoom.us/j/85318090007>

Call-In Information: 1-646-876-9923

Meeting ID: 853 1809 0007

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the October 10, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2024-01 Ratifying the Publishing of Advertisements Setting the Public Hearing on Amenity Policies and Rates
5. Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Landscape Services Addendum to Add Amenity Center to Current Contract with Prince and Sons, Inc.
 - ii. Consideration of Proposals for Pool Maintenance Services
 - a) Arinton
 - b) Resort Pool Services
 - iii. Consideration of Proposals for Janitorial Maintenance Services at Amenity
 - a) Clean Star Services of Central Florida, Inc.
 - b) E & A Cleaning, Inc.
 - iv. Consideration of Proposals for Pest Control Services at Amenity
 - a) All American Lawn & Tree Specialist
 - b) Massey Commercial Services

¹ Comments will be limited to three (3) minutes

- v. Consideration of Security Services Proposals
 - a) Current Demands
 - b) Securitas (*to be provided under separate cover*)
- vi. Consideration of Proposal from GMS for Amenity Opening Preparation Items
- D. District Manager's Report
 - i. Ratification of Funding Requests #20 and #21
 - ii. Approval of Check Register
 - iii. Balance Sheet & Income Statement
- E. Project Development Update
 - i. Status of Property Conveyance
 - ii. Status of Permit Transfers
- 7. Other Business
- 8. Supervisors Requests and Audience Comments
- 9. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Peace Creek Community Development District was held on Tuesday, **October 10, 2023** at 10:30 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida and via Zoom Webinar.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin	Vice Chair
Carrie Dazzo	Assistant Secretary
Kayla Word	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Tricia Adams	District Manager, GMS
Grace Kobitter	District Counsel, KVV Law Group
Bryan Hunter <i>by Zoom</i>	District Engineer, Hunter Engineering
Allen Bailey	Field Services, GMS
Clayton Smith <i>by Zoom</i>	Field Services, GMS

The following is a summary of the discussions and actions taken at the October 10, 2023 Peace Creek Community Development District's regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 10:45 a.m. Four Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public members present nor any members of the public joining via Zoom.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 12, 2023 Board of Supervisors Meeting

Ms. Burns asked for any questions, comments, or corrections to the September 13, 2023 Board of Supervisor’s meeting minutes. Mr. Morgan stated they minutes all look accurate.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Minutes of the September 13, 2023 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Ratification of Acquisition of Improvements and Real Property

Ms. Burns noted this is a ratification. Ms. Kobitter stated they had finalized and attained all signatures for the Phase 3 stormwater management system acquisition package which was approved in substantial form at the last meeting as well as the completion of the conveyance of the remainder of Phases 1 & 2.

Ms. Burn stated they are putting together the requisition and waiting for the Trustee to send the actual ballots with the interest accrued through the month. Mr. Adams will send the requisition to sign.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, the Deeds, Bills of Sale and Acquisition Documents for Phases 1, 2, & 3 Improvements that have Been Approved for Acquisition and Conveyance, were ratified.

FIFTH ORDER OF BUSINESS

Consideration of Engagement Letter for Fiscal Year 2023 Audit Services

Ms. Burns noted the engagement letter is a renewal for Grau and Associates to perform the 2023 Audit for a not to exceed of \$4900.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Engagement Letter for Fiscal Year 2023 Audit Services, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kobitter stated she had nothing additional to add.

B. Engineer

Mr. Hunter made updates on construction close out. He noted the Phase 3 close out efforts have been delayed by Dukes for relocation of power poles by Duke. He stated he was told there is an estimated completion date by the end of next week.

Other comments were on remaining punch list items on drainage, power to the lift station, estimated timeframe discussion, area work scope to be emailed to Board, concern with the timeline, update on cost estimate on performance bond, replacement bond for a lesser amount, reduced scope, outstanding amounts to get the large bond back.

C. Field Manager's Report

Mr. Bailey reviewed the Field Manager's report to include the landscaping progress, aquatics and dry ponds, issues with wet pond, amenity progress, fencing, and landscaping that Lennar is paying for progress,

D. District Manager's Report

i. Presentation of Funding Request #18 and #19

Ms. Burns presented funding request #18 and #19 which has already been submitted to the accounting department so just looking for a motion to approve. These are for general expenses.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, Funding Request #18 and #19, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns noted that the financial statements through the month of August were included in the agenda. There was no action required at this time.

iii. Ratification of Series 2023 Assessment Area 1 Requisitions #6 and #7

Ms. Burns noted these have already been approved so just need to be ratified.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, Series 2023 Assessment Area 1 and Requisition #6 and #7, were ratified.

E. Project Development Update

i. Status of Property Conveyance

ii. Status of Permit Transfers

Ms. Burns asked if there are any questions on these. Mr. Morgan stated he thought they could transfer the ERP once the Phase 3 storm has been conveyed and completed. It was noted the field work was completed. It was noted the ERP for Phase 1, 2, & 3 was ready for transfer and documents have been submitted and waiting to hear back from them.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND DISTRICT STAFF IN NOTICING THE PUBLIC HEARING FOR THE PURPOSE OF ADOPTING AMENITY RULES AND RATES; ADOPTING DISCIPLINARY RULES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Peace Creek Community Development District is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in the City of Winter Haven, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, policies, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to ratify all the actions taken by the District Manager and District staff in noticing the public hearing for the adoption of the District’s Amenity Rules, Rates, and Disciplinary Rule for the March 12, 2024 Board meeting.

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

SECTION 1. The actions of the District Manager and District staff in noticing the public hearing to adopt the District’s Amenity Rules, Rates, and Disciplinary Rule, held on the 12th day of March 2024 at 12:00 p.m. at Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850, are hereby ratified and approved.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of February, 2024.

ATTEST:

**PEACE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rules/Rates

PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED – MARCH 12, 2024¹

¹LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2023); In accordance with Chapter 190 of the Florida Statutes, and on March 12, 2024 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Peace Creek Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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DEFINITIONS

“Amenities” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, and playground, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the Peace Creek Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the Peace Creek Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Peace Creek Community Development District.

“District” – shall mean the Peace Creek Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the District, including but not limited to stormwater management facilities, lakes and ponds.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. The District does not provide security services.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities

shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
 - (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. **Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.**
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Conduct.** No cursing, offensive language or gestures, or threatening language or behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (17) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Facilities must first be approved by the District.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Ponds shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Ponds.
- (2) Wading and swimming in District Ponds are prohibited.
- (3) Fishing from District Ponds is prohibited.
- (4) Pets are not allowed in the District Ponds.
- (5) Owners of property lying contiguous to the District Ponds shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Ponds or other District stormwater management facilities.
- (7) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Ponds, except by the District.
- (8) No foreign materials may be disposed of in the District Ponds, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Pond environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Ponds; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Ponds must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Centers” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

3. Patron Card. Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board, District Manager, and Operation Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person’s Guest or a member of their household committing any of the above Violations.

Termination of access to the District’s Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Authority of District Manager and Operation Manager. The District Manager, Operation Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District’s best interests to do so. Upon the Director of Amenities and Strategic Planning’s assent, the District Manager, Operation Manager or their designee may each independently at any time

restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person whatsoever who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on March 12, 2024 by the Board of Supervisors for the Peace Creek Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual Non-Resident User Fee	\$2,500 - \$4,000
Replacement Access Card	\$30 - \$50
Administrative Fee for Rule Violation	Up to \$500
Returned Check/Insufficient Funds Fee	\$50

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____

DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Peace Creek Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Peace Creek Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Peace Creek Community Development District.

_____ Signature of Patron (Parent or Legal Guardian if minor)	_____ Date
---	---------------

GUEST POLICY:
Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:
Peace Creek Community Development District
Attn: Amenity Access
219 East Livingston Street
Orlando, Florida 32801
Telephone: (689) 500-4540
Email: amenityaccess@gmscfl.com

OFFICE USE ONLY:

_____ Date Received	_____ Date Entered in System	_____ Staff Member Signature
PRIMARY RESIDENT:		Access Card #

ADDITIONAL INFORMATION:

Phase ___ - ___ Phase ___ - ___ Phase ___ - ___

New Construction: _____ Re-Sale: _____ Prior Owner: _____

Rental: _____ Landlord/Owner: _____

Lease Term: _____ Tenant/Renter: _____

SECTION V

CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 31, 2024 by and between the Peace Creek Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2024 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Peace Creek Community Development District.
3. The term of this Agreement shall commence on January 1, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2024 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 12, 2024**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2024**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2024 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2024 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 13, 2024** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

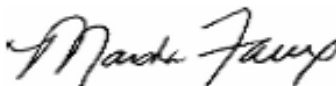
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION VI

SECTION C

Peace Creek Reserve CDD

Field Management Report



February 13th, 2024

Allen Bailey – Field Manager

GMS

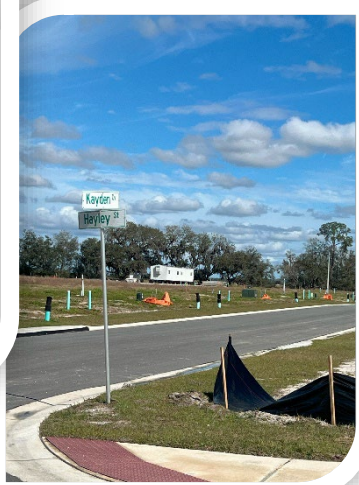
Complete

Boulders Installed



- ✚ The boulders at the entrance of Peace Creek have been installed.
- ✚ This will help to prevent cars from parking along the road while waiting for students from the nearby school.

Signage Maintenance



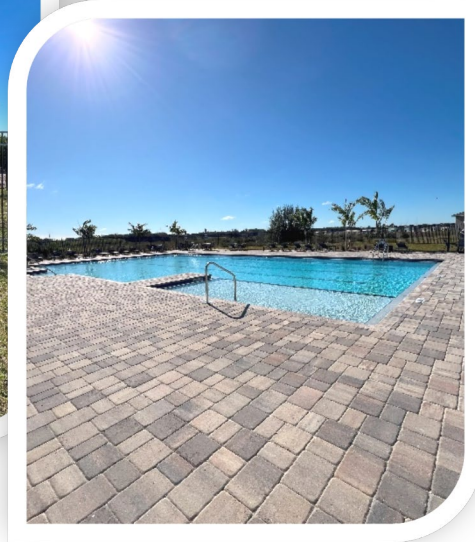
- ✚ A few signs were found leaning or completely fallen over throughout the district. The signs have been restored to their proper locations.

Complete

Amenity



- ✚ The amenity center has been completed.
- ✚ The access system and internet have been installed.
- ✚ We are preparing for the grand opening.



Site Review

Pond Discing



- ✚ The ponds throughout the district have been disced.
- ✚ Vegetation is being kept off the pond bottoms.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at abailey@gmscfl.com. Thank you.

Respectfully,
Allen Bailey

Peace Creek Quote Summary

Peace Creek Quote Summary				
<i>Landscape Maintenance</i>	<u>Scope</u>	<u>Notes</u>	<u>Monthly Cost</u>	<u>Total Annual Cost</u>
Prince and Sons	Add amenity to the current contract		\$1,507.00	\$18,080.00
<i>Pool Vendor</i>	<u>Scope</u>	<u>Notes</u>	<u>Monthly Cost</u>	<u>Total Annual Cost</u>
Resort Pools	Pool Cleaning 3 times a week		\$1,400.00	\$16,800.00
Arinton	Pool Cleaning 3 times a week		\$1,650.00	\$19,800.00
<i>Pest Control</i>	<u>Scope</u>	<u>Notes</u>	<u>Monthly Cost</u>	<u>Total Annual Cost</u>
Massey	Service area are pool, playground and mail kiosk monthly		\$61.25	\$735.00
All American Lawn	Service area are pool, playground and mail kiosk monthly		\$125.00	\$1,620.50
<i>Janitorial Vendor</i>	<u>Scope</u>	<u>Notes</u>	<u>Monthly Cost</u>	<u>Total Annual Cost</u>
Clean Star	Cleaning amenity restrooms,shade area, 4 pool deck trash cans and 2 outside trash cans. 3 times a week.		\$775.00	\$9,300.00
EA Cleaning	Cleaning amenity restrooms,shade area, 4 pool deck trash cans and 2 outside trash cans. 3 times a week.	Supplies are extra	\$775.00	\$9,300.00
<i>Amenity Material</i>	<u>Scope</u>	<u>Notes</u>	<u>Monthly Cost</u>	<u>Total Annual Cost</u>
GMS	Required items to open amenity, Signs, outdoor trash cans, and indoor Trash cans.			\$1,918.00

SECTION 1

Peace Creek Landscape Fee Summary

Contractor: Prince and Sons, Inc

Address: 200 S. F Street

Haines City, FL 33844

Phone: (863) 422-5207

Fax:

Contact: Lucas Martin

Email: Lmartin@princeandsonsinc.com

Property: Peace Creek CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801

Phone: 407-841-5524

Contact: Allen Bailey- Field Manager

Email: abailey@gmscfl.com

ADDENDUM FOR AMENITY

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	\$17,280
TURF CARE (Component B) Bahia/St Augustine/Zoysia		25		25		25		25					\$100
TREE/SHRUB CARE (Component C) Tree/Shrub Fert		40			40			40			40		\$160
IRRIGATION MAINT. (Component D)	45	45	45	45	45	45	45	45	45	45	45	45	\$540
ANNUAL CHANGES - None at this time (Component E.1) <i>Per Annual Pricing: Count:</i>													\$0
BED DRESSING - Estimate mulch yds (Component E.2) <i>Per Yard Pricing: \$60</i>													\$0
POND DISCING (Component E.3) <i>Per Palm Price: \$45</i> <i>Palm counts:</i>													\$0
TOTAL FEE PER MONTH:	\$1,485	\$1,550	\$1,485	\$1,510	\$1,525	\$1,510	\$1,485	\$1,550	\$1,485	\$1,485	\$1,525	\$1,485	\$18,080

Flat Fee Schedule	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$18,080
--------------------------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	----------

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$18,080
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Extra Services Annual Changes, Palm Pruning, Mulch	\$0
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TOTAL	\$18,080.00
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SECTION 2

SECTION (a)



January 10, 2024

Estimate Number: 2323

Commercial Property: Peace Creek

Pool Service Proposal

Thank you for your interest in our company for every need of your pool and water features. At Arinton, all our service staff are CPO certified and trained to provide exceptional quality service. Our company is also CPC certified by the State of Florida and our skilled crew is trained to perform all repairs, or consultation required to maintain the pool working according to state code and health department regulations, for the safety of users. We specialize in all brands of equipment for pools, spas, and heaters of commercial aquatic facilities and we have a vast experience in the renovation and resurfacing of water features. In case of additional work not listed here, we will notify the supervisor and provide a separate proposal to management and proceed to do any necessary work, upon approval.

The following proposal is to service the swimming facility at Peace Creek.
For this property's swimming facility, we will provide service THREE times per week.

Scope of work as follows:

- Pool vacuumed or net on each visit as required
- Pool surface skimmed on each visit as required
- Inspect that pool safety equipment is up to code and in good condition
- Report and document all physical, electrical, and mechanical problems to customer supervisor and management.
- Report to supervisors and/or management all preventive services that we can provide, to maintain the pools and pool equipment in good standing.
- Backwash and clean filtration grids as required
- Clean skimmer basket/gutters as required
- Clean water line tiles as required
- Inspect/Clean pool pumps canister as required
- Pool equipment operation inspected
- Inspect/clean pump/equipment room/area as required
- Pool walls, floor, and tile to be brushed as required
- Monitor and test the chemical levels as required to ensure the safety of the users and keep records for the county health department.
- Supply chemical products as required to maintain water balance.
- Blow off pool area deck.



Total Pool Services (monthly cost) **3 days/week**

\$1,650.00

Thank you for your interest in our company and we are looking forward to doing business together. Please do not hesitate to contact us for any additional information that you may require.

PROPOSAL ACCEPTANCE

Sign name

Print name

Title

Date

Contact information.

(407) 409-4437

Alex.h@arinton.com

Kaley.h@arinton.com



SECTION (b)

RESORT POOL SERVICES



14525 JOHNS LAKE POINT
CLERMONT, FL 34711
321-689-6210

Tuesday, January 9, 2024

POOL SERVICE PROPOSAL FOR PEACE CREEK

3 x days a week pool service including chemicals

\$1400 per month

Please take into consideration when reviewing other quotes: Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level they have set the pumps at. The computer removes the guess work from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

POOL CLEANING DUTIES

- ✓ Test pool water on each visit and adjust Chlorine and PH levels if required.
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required.
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- ✓ Report any faults in pool equipment to the Engineering and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers.
- ✓ Blow off pool deck.
- ✓ Pick up trash within the pool area.

Thank you,

Simon McDonnell
Resort Pool Services
Director of Operations -

SECTION 3

SECTION (a)



January 12, 2024

Peace Creek Reserve CDD
Governmental Management Services
Allen Bailey
Field Manager
Tyler Loop
Winter Haven, FL 33884

Dear Allen,

Thank you for giving CSS Clean Star Services of Central Florida, Inc. the opportunity to present a proposal for the cleaning services. CSS has completed a thorough inspection of the facilities, and after careful consideration of your cleaning service requirements we are pleased to submit our recommendations and pricing.

CSS is a locally owned full Service Janitorial Maintenance Company. We are in our 27th year of operation and we are servicing many accounts throughout Central Florida every day. We specialize in "Class A" cleaning for commercial office buildings, hotels, club houses, stores, restaurants, medical facilities, warehouse spaces, construction sites, and much more.

We use the finest chemicals, and high technology equipment to service janitorial accounts. Our staff is well trained and experienced in their particular line of work. We have at our disposal floor techs 24/7 to accomplish quality services for our customers as needed. We also have our own technician that maintains and repair all our equipment to assure that work is done when required to be done.

Our company's purpose is to create a clean and healthy environment for the people that work in or visit our buildings. Our policy of scheduled quality control inspections by our supervisory staff, combined with immediate response to our customer's needs, provides our clients worry-free service.



OUR MISSION

At CSS, we are committed to exceed our customer's expectations delivering a consistent high-quality service, striving to improve our procedures thru continued feedback with our customers and well-trained staff.

We are convinced that excellence and professionalism is what our customers want from the janitorial vendors, and at CSS we attempt to provide this level of service. By doing so, we will obtain and maintain a high recognition in the Janitorial Industry.

GOAL

100 % Satisfaction

We have attempted to make this proposal as complete as possible; however, if you have any comments or questions, please do not hesitate to contact us.

Thank you again and we look forward to develop a relationship with your company.

Sincerely yours,

Tracy Chacon
President CSS
tchacon@starcss.com
407-456-9174

Sandro Di Lollo
Vice-President CSS
sdilollo@starcss.com
407-668-1338



SPECIFICATIONS

1. RESTROOMS

- Remove all collected trash to designated area.
- Clean and sanitize all restroom fixtures, wipe all counters, partitions and doors, empty trash and damp mop floors with germicidal detergent.
- Clean and disinfect all washbasins, toilet bowls, urinals, etc.
- Polish all metal and clean mirrors.
- Restock toilet tissue and soap provided by CSS Clean Star Services.
- Dust and clean all return air vents, and window edges, on an as needed basis.
- Report any malfunctions to the building manager.

2. CABANA/LENAI/COVERD PATIO AREA

- Remove all cobwebs in cabana area.
- Wipe tables and organize chairs and furniture.
- Spot sweep.
- Spot mop for any spills.
- Clean and polish all drinking fountains.
- Report any malfunctions to the building manager.

PRICING FOR SERVICES:

- Janitorial Services Three (3) times a week → \$ 475.00/mo
- Trash collection, twice a week, \$50 each x 6 containers → \$ 300.00/mo

Total Monthly Cost → \$ 775.00/mo

- FYI: Mail trash removal, 3 times a week per container (if any) → \$ 100.00/mo

Supplies, chemicals and equipment will be provided by CSS Clean Star Services.

Products used to Disinfect for the Covid19, are CDC certified and approved.



CLEANING CONTRACT AGREEMENT:

The undersigned hereby accepts the proposal of **CSS Clean Star Services of Central Florida, Inc.** upon the following terms:

1. CSS Clean Star Services of Central Florida, Inc. service charge will be the amount mentioned on the pricing page plus tax per month. Payment should be payable to "CSS Clean Star Services of Central Florida, Inc." and mailed to 11121 Camden Park Drive, Windermere, Florida 34786
2. A finance fee of 1.5% will apply if payments are received after the due date shown on the monthly invoice
3. CSS Clean Star Services of Central Florida, Inc. will provide all services and supplies specified in the attached work schedule.
4. In the event that the Customer needs to be in contact with CSS Clean Star Services of Central Florida, Inc. These are the different ways of contact phones: 877-CSS-2350 Email: sdilollo@starcss.com mail: 11121 Camden Park Dr. Windermere, Florida 34786
5. If the customer wants to cancel or amend the contract the customer shall give 30 day notification, in writing to CSS Clean Star Services of Central Florida, Inc. to change or terminate services. (Failure to this clause will have a charge for the full month price even if the service it's not performed).
6. Other services performed upon request:
7. **Start Date:**

IN WITNESS WHEREOF, the parts have duly executed and sealed this agreement as of the day and year first above written

Printed Name
REPRESENTATIVE OF OWNER
Peace Creek Reserve CDD

Printed Name
CONTRACTOR
CSS Clean Star Services of
Central Florida Inc.

By: _____

By: _____

Date: _____

Date: _____

SECTION (b)

E & A Cleaning, Inc.

"A Professional Service Company"

Commercial Cleaning Specialists
Free Estimates
Janitorial Cleaning
Carpet Cleaning

Licensed, Bonded, & Insured
Catering the Service of Cleaning
Medical O.R. Cleaning
Floor Stripping & Waxing

Commercial Proposal

Schedule A

January 19, 2024

Allen Bailey
GMS Central Florida-Peace Creek
219 E Livingston St.
Orlando, FL 32801

Thank you for the time and interest afforded to us concerning the housekeeping of your amenity center. Enclosed is our proposal for a professionally operated janitorial cleaning service along with a schedule for areas included.

Our total monthly fee represents your only cost and is inclusive of all:

- LABOR
- TRAINING and SUPERVISION
- EQUIPMENT and MATERIALS
- PAYROLL, PAYROLL TAXES, INSURANCES, etc.

E & A Cleaning, Inc. has over twenty-five years of experience in the janitorial cleaning industry and we find there to be usually two kinds of cleaning companies: 1) the small devoted franchise or start-up business that can handle only up to a certain level of responsibility because of a limited ability in the areas of floor maintenance and specialized cleanings. OR 2) the enormous and impersonal Fortune 500 company that is overflowing with equipment and procedures, but neglects to invest resources in their people, which results in high turnover and frustration for the customer.

We find ourselves in the middle of these two options by being able to retain fully trained, well compensated, motivated cleaning teams equipped with the materials to provide a service level exceeding our closest competitors. Our company is privately owned and operated with fully engaged and experienced administration and management. Our desire is to continue broadening our knowledge of cleaning industry solutions through regular education and appropriate certifications, while remaining open to advice and recommendations that will equip us to serve you better in the future.

Please do not hesitate to contact us for any additional information necessary while reviewing our proposal. We can be reached at (863) 644-4927. We look forward to being of service to you.

Sincerely,



Eric Torres
President & Owner

E & A Cleaning, Inc.

POLICY & PROCEDURES

I. SUPERVISION

- A. E&A Cleaning will stay in close contact with the management concerning all work performed.
- B. All E&A Cleaning personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All personnel will be checked regularly as to performances and ability to maintain E&A Cleaning standards.

II. WAGE SCALE

- A. All personnel will be paid no less than minimum wage scale as required by Federal Law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

III. SECURITY PROCEDURES AND INSURANCE

- A. E&A Cleaning will check to ensure that the building is properly secured before they leave the building.
- B. E&A Cleaning will provide all necessary insurance and bonds on all of its personnel.
- C. E&A Cleaning employees will be in uniform and have picture ID cards.

IV. SCHEDULED INSPECTIONS OF FACILITIES

- A. A field supervisor will carry out a facility inspection on each account in a given month.
- B. The inspector will be checking the general cleanliness of the facility as well as specific details that are itemized in the client's contract. The client, or his/her designee will be asked to sign each inspection sheet upon completion and the night crew will be advised of any findings on the same business day.

E&A Cleaning agrees to furnish all equipment, tools, and paraphernalia necessary for the performance of the duties. The duties being to maintain the Named Areas in a neat, clean, and orderly condition as outlined in Schedule A. SDS paperwork will be provided for all chemicals that E & A Cleaning, Inc. uses to accomplish necessary work.

E & A Cleaning, Inc.

CLEANING SPECIFICATIONS

(3 Days Per Week)

DAILY CLEANING (unless otherwise noted)

A. COMMON AREAS:

1. Empty 4 pool deck, 1 playground and 1 outside trash receptacles and replace liners*.
2. Remove cobwebs in corners and on walls under overhang.
3. Sweep outside entryways and under overhang.

B. RESTROOMS:

1. Empty trash receptacles and replace liners*.
2. Scour and sanitize all sinks. Clean and polish mirrors.
3. Clean/refill all towel*, tissue* and hand soap* dispensers.
4. Toilets will be cleaned and sanitized in/out.
5. Spot clean and sanitize partitions, top of mirrors and frames.
6. Remove splash marks from walls around basins.
7. Disinfect all light switches and door handles.
8. Cobwebs will be removed from corners.
9. Sweep, damp mop and rinse restroom floors with a disinfectant solution.

*Supplied by E & A Cleaning Supplies.

OTHER SERVICES

- A.** Defective or inoperable building equipment shall be brought to the attention of the Client, such as:
1. Leakage of problem plumbing.
 2. Defective lights or lighting.
 3. Doors and/or gates not properly secured.
 4. Other circumstances that affect the security or maintenance of the facility.
- B.** The following services are priced separately from Schedule A unless already included.
1. Pressure washing.
 2. Lawn maintenance.
 3. Emergency water extraction.
 4. High-rise window cleaning.
 5. Janitorial supplies.

FEE PER MONTH: \$775.00

*“The Bitterness Of Poor Quality Remains Long After The
Sweetness Of Low Cost Disappears”*

Custodial Service Agreement

This agreement is made and entered into on **January 19, 2024**, by and between **GMS Central Florida-Peace Creek – (“Company”)** and **E & A Cleaning, Inc., (“Contractor”)**.

In consideration of the mutual promises, understandings, covenants and undertakings set out below, the parties hereto hereby agree as follows:

1. **Services.** In accordance with the terms and conditions set forth herein, the Contractor shall provide Company with building custodial, maintenance, services and supplies. All work shall be performed by Contractor in a good and workmanlike manner. Company shall have no right to direct or instruct persons employed or hired by Contractor in the performance of the services herein enumerated.

2. **Terms.** The term of this Agreement shall be from **January 19, 2024** to **January 18, 2025**. This Agreement shall be for a term of twelve months commencing **January 19, 2024**. Either party shall have the privilege, with or without cause, to terminate this Agreement at any time upon 30 days prior written notice to the other party. This Agreement shall automatically renew itself for additional terms of twelve consecutive calendar months (unless otherwise stipulated in writing) at the expiration of any then current Term, unless and until, either party provides written notice of cancellation to the other party 30 days prior to the end of any then current Term.

3. **Compensation.** Company agrees to pay to Contractor **\$775.00** per month for service rendered in the twelve months of the term. Any additional services requested by Company shall be performed in a timely manner upon approval. Payment shall be due and payable by the first day of each month beginning **January 19, 2024** and on the first day of each month thereafter. Sales tax applies to all cleaning services. If Sales Tax Exempt, you must provide a valid Sales Tax Exemption Certificate.

4. **Insurance.** Contractor shall carry worker’s compensation insurance as required by state law. Contractor shall carry general comprehensive and liability insurance in amounts no less than \$1,000,000.00 Contractor shall have Company named as certificate holder on its insurance policies; and, shall have a notice of cancellation provision ensuring no less than ten days prior written notice from the carrier to Company before cancellation of said policy. Prior to the commencement of this Agreement, Contractor shall have its insurance carrier provide an appropriate Certificate of Insurance directly to Company evidencing compliance with terms of this paragraph.

5. **Notice.** Notice as permitted or required under this Agreement may be sent to the parties at the addresses set forth below, or as specified in writing, from time to time, by the party to whom notice is to be sent to; and, shall be given in writing, by certified mail, return receipt requested. Initial addresses are as follows:

To Company: **GMS Central Florida – 219 E Livingston St., Orlando, FL 32801**
To: Contractor: **E & A Cleaning, Inc. - 529 West Brannen Road, Lakeland, FL 33813**

6. **Employment.** Company shall not solicit or accept a request for employment of any employee or subcontractor of Contractor during the Term of this Agreement, any extension thereof, or for 12 months after the termination of this Agreement for any reason.

7. **Modification.** Modifications to this Agreement must be in writing and signed by both parties.

In Witness whereof, the parties hereto have caused their names to sign hereto by their respective authorized representative, the day and year first hereinabove written.

Contractor:

Company:

By:  _____

By: _____

SECTION 4

SECTION (a)

SECTION (b)



MONTHLY PEST PREVENTION SERVICE AGREEMENT

Email Address: CustomerCare@MasseyServices.com
 Website: MasseyServices.com
 Phone: 1-888-2MASSEY (262-7739)

SERVICE ADDRESS

BILLING ADDRESS

Business Name	() Phone
Property Address	Mailing Address
City State County Zip ()	City State Zip
Phone (Extension)	Email

Business Type: _____ Service Frequency: _____ Grid #: _____

1. **SCOPE OF WORK**
 Massey will provide pest prevention services for Roaches Ants Mice Rats Pantry Pests Fruit Flies Drain Flies
 _____ _____

2. **AREAS TO BE SERVICED**

3. **SERVICE SCHEDULE**
 A. Initial Service Schedule _____ Follow-Up Service on Initial _____
 B. Regular Service Schedule _____

4. **CUSTOMER COOPERATION**
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation and storage practices noted on our Inspection Service Reports.
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

5. **INSURANCE**
 Massey carries comprehensive General Liability Insurance. Upon request we, will furnish a "Certificate of Insurance" showing coverage in effect.

6. **TERMS OF AGREEMENTS**
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.
 B. If THE COMPANY is at any time dissatisfied with Massey's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

7. **GUARANTEED SATISFACTION**
 See reverse side of this agreement for explanation of Massey's Pest Prevention Guarantee.

8. FIRST YEAR SERVICE CHARGES		SECOND YEAR SERVICE CHARGES		EQUIPMENT/ITEMS PURCHASED	
Initial Service Charge	\$	Monthly Service Charge	\$	# ____ of _____ x \$ _____ EA	\$
Follow Up (as required)	\$	2nd Year Annual Service Amount	\$	# ____ of _____ x \$ _____ EA	\$
Monthly Service Charge x11	\$	5% Discount for Advance Payment	\$	# ____ of _____ x \$ _____ EA	\$
1st Year Annual Service Amount	\$	Discounted Annual Amount	\$	# ____ of _____ x \$ _____ EA	\$
5% Discount for Advance Payment	\$	Applicable Sales Tax	\$	Applicable Sales Tax	\$
Discounted Annual Amount	\$	2nd Year Annual Total	\$	Equipment Total:	\$
Applicable Sales Tax		Note: Massey Services reserves the right to adjust the recurring service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			
1st Year Annual Total	\$				

First Month Service & Equipment Total: \$

9. **PAYMENT TERMS**
 A. Method of payment Year in Advance Payment less 5% discount Upon Receipt of Monthly Invoice Remit to Service Technician
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

Massey Address	Accepted for: _____ Date _____ THE COMPANY
City State Zip	Given by: _____ Date _____ Massey Services
Phone	
Approved by: Massey General Manager	Date

GUARANTEED SATISFACTION

We guarantee your premises will be FREE of Roach, Ant and Rodent INFESTATION after we have completed your second month of service. This does not mean you will never see another roach, ant or rodent, but it does mean that the thoroughness of our services and your efforts to maintain the highest standards of sanitation will not allow an INFESTATION to develop. In the event of a pest sighting(s):

1. We GUARANTEE to perform a corrective service within 24 hours.
2. We also GUARANTEE to provide this corrective service at *no additional cost to you*.
3. If your pest problem persists and an infestation can be found in the physical structure after 30 days, a **Massey** Manager will verify the infestation and *refund your last regular service charge*.*

For the Hospitality Industry, **Massey** further GUARANTEES that if a guest refuses to pay for a night's lodging or a meal charge due to a pest problem, **Massey** will:

- Verify the problem and take corrective measures immediately.
- Reimburse the Company for the lost lodging and/or meal charge(s).**
- Send a letter of apology to the guest, with a copy sent to the Company Manager.

* A current balance, maximum 30 days, must be maintained to receive any refund or reimbursement under this Guarantee.

** Reimbursement under the terms of the Money Back Guarantee for lost lodging and meal charges will be provided only when The Company Manager notifies a **Massey** Manager within 24 hours and provides the **Massey** Manager with specific details of the problem, lodging and/or meal receipts, guest's name and address. Reimbursement is restricted to one night's lodging charge and one meal charge per occurrence.

GENERAL TERMS AND CONDITIONS

A. CHANGE IN LAW. BY MASSEY SERVICES, INC. (**Massey**) performs its services in accordance with the requirements of Federal, State and local laws. In the event of a change in existing law as it pertains to the services promised herein, **Massey** reserves the right to adjust the monthly service charge or terminate this agreement by giving THE COMPANY 60 days notice.

B. DISCLAIMER. **Massey** liability under this agreement will be terminated if **Massey** is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restriction, or any Act of God or circumstances or cause beyond the control of **Massey**.

This agreement does not cover and **Massey** will not be responsible for:

1. Any present or future insect and/or rodent damage to the structure(s) or contents, or provide for the compensation or repair of same.
2. Damage or loss of personal property resulting from lack of security or acts of third parties.
3. Damage or loss of personal property due to THE COMPANY'S and/or Occupant(s) failure to comply with the specific instructions outlined in the Pest Elimination Preparation Checklist and/or Quality Assurance Inspection Report.
4. **Massey** disclaims any liability for special incidental or consequential damages. The Guarantee stated in this

agreement is given in lieu of any other guarantee or warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

C. NON-PAYMENT DEFAULT. In case of non-payment or default by THE COMPANY, **Massey** has the right to terminate this Agreement and reasonable attorney's fees and costs of collection shall be paid by THE COMPANY, whether suit is filed or not. In addition, interest at the highest rate allowable by law will be assessed for the period of delinquency.

D. ARBITRATION. THE COMPANY and **Massey** agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration. This Contract/Agreement is subject to arbitration pursuant to the Uniform Arbitration Act of the American Arbitration Association. The arbitration award may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

E. ENTIRE AGREEMENT. It is understood and agreed between the parties that this agreement constitutes the complete agreement between **Massey** and THE COMPANY and that said agreement may not be changed or altered in any manner, oral or otherwise, by any representative of **Massey** unless alteration or change be in writing and executed by the President of Massey Services under its Corporate Seal.

PRIVACY POLICY FOR EMAIL ADDRESSES

By providing an email address on this agreement, the Customer is consenting to receive emails regarding service alerts, new services and special promotions. Email addresses are kept confidential and used solely for communication from Massey Services.



Go Paperless!

SECTION 5

SECTION (a)

Current Demands Electrical & Security Services, In

2315 Commerce Point Drive, Suite 100
Lakeland, FL 33801
+1 8635834443
service@currentdemands.com



CURRENT DEMANDS

Estimate

ADDRESS	SHIP TO	ESTIMATE	GMS33576
GOVERNMENTAL MANAGEMENT SERVICES	GOVERNMENTAL MANAGEMENT SERVICES	DATE	01/26/2024
6200 LEE VISTA BLVD, SUITE 300	PEACE CREEK CDD	EXPIRATION	02/23/2024
ORLANDO, FL 32822	OLD BARTOW LAKE WALES ROAD	DATE	
	BARTOW, FL 33830		

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
N2NVR8POE2T 8 CHANNEL NVR	NORTHERN N2 SERIES, 8CH, H.265 NVR W/POE BUILT IT, NO DRIVE	1	243.18	243.18T
WD43PURZ HARD DRIVE, 4TB	NORTHERN HARD DISK DRIVE, 4TB	2	164.00	328.00T
N2IP4TSD 4MP IP TURRET CAMERA	N2 SERIES 4MP H.265 IP TURRET CAMERA, POE, 2.8MM TRUE WDR, 100' IR, IP66 - WHITE	3	155.02	465.06T
MS9390 HV OUTDOOR VANDAL PANORAMIC CAMERA	VIVOTEK OUTDOOR, VANDAL PROOF8MP 180 PANORAMIC VIEW	1	1,449.50	1,449.50T
NORTHERN IP DOME N2IP4AFDSD	NORTHERN IP DOME VARIFOCAL - N2IP4AFDSD - N2 SERIES IP DOME 4MP, TRUE WDR, 256GB SD SLOT, 2.7-13.5, IP67, 100FT IR	1	271.98	271.98T
U2 UTILIT RACKSHELF	MIDDLE ATLANTIC UTILITY RACKSHELF	1	89.00	89.00T
MINUTEMAN EN350 STANDBY UPS 350VA/200W	MINUTEMAN EN350 POWER SUPPLY ENSPIRE SERIES: STANDBY UPS, 350VA/200W	1	117.67	117.67T
MISCELLANEOUS MATERIALS	MISCELLANEOUS: PARTS,ZIPTIES,SCREWS ETC.	1	100.00	100.00T
ACCESS/CAMERA LABOR	ACCESS/CAMERA LABOR	1	950.00	950.00
CAT 5 WIRE	CAT 5 WIRE	500	0.30	150.00T

SUBTOTAL	4,164.39
TAX	0.00
TOTAL	\$4,164.39

Accepted By

Accepted Date

SECTION (b)

*Item will be
provided under
separate cover.*

SECTION 6

SECTION D

SECTION 1

Peace Creek
Community Development District

Funding Request #20
October 13,2023

Bill to:
 Lennar Homes LLC
 6675 Westwood Blvd, 5th Floor
 Orlando, FL 32821-8061

Payee	General Fund FY2023	General Fund FY2024
1 CA Florida Holdings, LLC Invoice # 0005909565-September-Notice of BOS Meeting- FY23-24	\$ 354.46	
2 Floralawn Invoice # 20623 - One Time Lot Mowing & Maintenance 8/28/2023 Invoice # 20624 - One Time Lot Mowing 8/18/23 Invoice # 20625 - One Time Lot Mowing 8/18/23	\$ 4,363.21 \$ 4,590.01 \$ 3,735.00	
3 Kilinski | Van Wyk, PLLC Invoice # 7445- General Counsel- Aug 2023 Invoice # 7686- General Counsel- Sep 2023	\$ 792.49 \$ 1,632.94	
4 Hunter Engineering, Inc. Invoice # 22142 - Engineering Fees - Aug-Sep 2023	\$ 500.00	
5 Department of Economic Opportunity Invoice # 89485 - Special District State Fee FY24		\$ 175.00
6 Egis Insurance Advisors Invoice # 20025 - FY24 Insurance Policy		\$ 8,033.00
7 Prince & Sons Invoice # 10306 - Landscape October 2023		\$ 5,334.00
	\$ 15,968.11	\$ 13,542.00
	Total:	\$ 29,510.11

Please make check payable to:

Peace Creek Community Development District
 6200 Lee Vista Blvd, Suite 300
 Orlando, FL 32822

Peace Creek
Community Development District

Funding Request #21
October 27,2023

Bill to:
Lennar Homes LLC
6675 Westwood Blvd, 5th Floor
Orlando, FL 32821-8061

Payee	General Fund FY2023	General Fund FY2024
1 Governmental Management Services		
Invoice # 23 - Management Fees- October 2023		\$ 3,796.72
Invoice # 24 - Field Management October 2023		\$ 625.00
Invoice # 25 - Assessment Roll -FY - GMS-CFII		\$ 5,000.00
Invoice # 26 - General Maintenance- September 2023	\$ 255.00	
2 Polk County Property Appraiser		
Invoice # 4652085 - Peace Creek CDD Debt 1% Admin Fee		\$ 8,621.66
Invoice # 4652086 - Peace Creek CDD Maint 1% Admin Fee		\$ 4,432.07
3 Supervisor Fees October10, 2023 -Meeting		
Adam Morgan		\$ 215.30
Rob Bonin		\$ 215.30
Carrie Dazzo		\$ 215.30
Kayla Word		\$ 215.30
4 Winter Haven Water		
Invoice: service address: -0 BAXTER BLVD IRRIGATION-August 2023	\$ 3,130.50	
	\$ 3,385.50	\$ 23,336.65
	Total:	\$ 26,722.15

Please make check payable to:

Peace Creek Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

SECTION 2

Peace Creek Community Development District

Summary of Check Register

October 1, 2023 to December 31, 2023

Fund	Date	Check No.'s	Amount
General Fund	10/13/23	52	\$ 354.46
	10/27/23	53-55	\$ 10,272.47
	11/7/23	56-60	\$ 16,467.43
	12/12/23	61-62	\$ 5,067.69
	12/18/23	63-66	\$ 60,808.52
Total Amount			\$ 92,970.57

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/13/23	00003	9/30/23	00059095	202309	310	51300	48000		CA FLORIDA HOLDINGS, LLC	*	354.46	354.46	000052

10/27/23	00001	9/01/23	22	202309	310	51300	34000		MANAGEMENT FEES-SEP23	*	2,916.67		
		9/01/23	22	202309	310	51300	35200		WEBSITE MANAGEMENT-SEP23	*	100.00		
		9/01/23	22	202309	310	51300	35100		INFORMATION TECH-SEP23	*	150.00		
		9/01/23	22	202309	310	51300	31300		DISSEMINATION SVCS-SEP23	*	416.67		
		9/01/23	22	202309	310	51300	51000		OFFICE SUPPLIES	*	2.71		
		9/01/23	22	202309	310	51300	42000		POSTAGE	*	57.42		
GOVERNMENTAL MANAGEMENT SERVICES											3,643.47	000053	

10/27/23	00012	10/27/23	10272023	202310	300	20700	10000		REIMB OF CAPITAL FR#14	*	2,296.00		
LENNAR CORPORATION											2,296.00	000054	

10/27/23	00011	9/11/23	10064	202309	320	53800	46200		LANDSCAPE MAINT-SEP23	*	4,333.00		
PRINCE & SONS INC.											4,333.00	000055	

11/07/23	00005	9/21/23	20025	202310	310	51300	45000		FY24 PROPERTY INSURANCE	*	8,033.00		
EGIS INSURANCE & RISK ADVISORS											8,033.00	000056	

11/07/23	00006	10/02/23	89485	202310	310	51300	54000		SPECIAL DISTRICT FEE-FY24	*	175.00		
FLORIDA DEPARTMENT OF ECONOMIC OPP											175.00	000057	

11/07/23	00007	10/05/23	22142	202309	310	51300	31100		REVIEW/APPRVE REQUISITION	*	500.00		
HUNTER ENGINEERING, INC.											500.00	000058	

11/07/23	00002	9/13/23	7445	202308	310	51300	31500		ATTORNEY SVCS-AUG23	*	792.49		
		10/07/23	7686	202309	310	51300	31500		ATTORNEY SVCS-SEP23	*	1,632.94		
KILINSKI | VAN WYK, PLLC											2,425.43	000059	

11/07/23	00011	10/01/23	10306	202310	320	53800	46200		LANDSCAPE MAINTEN-OCT23	*	5,334.00		
PRINCE & SONS INC.											5,334.00	000060	

PEAC PEACE CREEK CD AGUZMAN													

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/12/23	00001	11/01/23	27 202311 310-51300-34000	MANAGEMENT FEE NOV23	*	3,091.67	
		11/01/23	27 202311 310-51300-35200	WEBSITE ADMIN NOV23	*	100.00	
		11/01/23	27 202311 310-51300-35100	INFORMATION TECH NOV23	*	150.00	
		11/01/23	27 202311 310-51300-31300	DISSEMIN AGENT SVC NOV23	*	416.67	
		11/01/23	27 202311 310-51300-51000	OFFICE SUPPLIES NOV23	*	2.59	
		11/01/23	27 202311 310-51300-42000	POSTAGE NOV23	*	43.11	
		11/01/23	28 202311 320-53800-34000	FIELD MANAGEMENT NOV23	*	625.00	
							4,429.04 000061

12/12/23	00002	11/10/23	7938 202310 310-51300-31500	ATTORNEY SVCS-OCT23	*	638.65	
							638.65 000062

12/18/23	00001	9/30/23	25 202310 310-51300-31700	ASSESSMENT ROLL-FY24	*	5,000.00	
		10/01/23	23 202310 310-51300-34000	MANAGEMENT FEE-OCT23	*	3,091.67	
		10/01/23	23 202310 310-51300-35200	WEBSITE ADMIN-OCT23	*	100.00	
		10/01/23	23 202310 310-51300-35100	INFORMATION TECH-OCT23	*	150.00	
		10/01/23	23 202310 310-51300-31300	DISSEMIN AGENT SVC-OCT23	*	416.67	
		10/01/23	23 202310 310-51300-51000	OFFICE SUPPLIES-OCT23	*	2.68	
		10/01/23	23 202310 310-51300-42000	POSTAGE-OCT23	*	35.70	
		10/01/23	24 202310 320-53800-34000	FIELD MANAGEMENT-OCT23	*	625.00	
							9,421.72 000063

12/18/23	00016	12/18/23	12182023 202312 300-20700-10000	TRANSFER TAX RCPTS S23	*	35,202.57	
							35,202.57 000064

12/18/23	00015	10/19/23	4652085 202310 300-15500-10000	APPRAISER DEBT FEE	*	8,621.66	
		10/19/23	4652086 202310 300-15500-10000	APPRAISER MAINT FEE	*	4,432.07	
							13,053.73 000065

PEAC PEACE CREEK CD AGUZMAN							

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/18/23	00013	9/06/23 15753681	202308 320-53800-43200 0 BAXTER-IRRIGATION	WINTER HAVEN WATER	*	3,130.50	3,130.50 000066
TOTAL FOR BANK A						92,970.57	
TOTAL FOR REGISTER						92,970.57	

SECTION 3

Peace Creek
Community Development District

Unaudited Financial Reporting
December 31, 2023



Table of Contents

1	<hr/>	Balance Sheet
2-3	<hr/>	General Fund
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Peace Creek
Community Development District
Combined Balance Sheet
December 31, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 1,209,178	\$ -	\$ -	\$ 1,209,178
Due from General Fund	\$ -	\$ 767,302	\$ -	\$ 767,302
Investments:				
<u>Series 2023</u>				
Reserve	\$ -	\$ 400,906	\$ -	\$ 400,906
Revenue	\$ -	\$ 37,060	\$ -	\$ 37,060
Interest	\$ -	\$ 0	\$ -	\$ 0
Construction	\$ -	\$ -	\$ 11,469	\$ 11,469
Total Assets	\$ 1,209,178	\$ 1,205,268	\$ 11,469	\$ 2,425,915
Liabilities:				
Accounts Payable	\$ 21,116	\$ -	\$ -	\$ 21,116
Due to Debt Service	\$ 767,302	\$ -	\$ -	\$ 767,302
Total Liabilities	\$ 788,417	\$ -	\$ -	\$ 788,417
Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 1,205,268	\$ -	\$ 1,205,268
Capital Projects	\$ -	\$ -	\$ 11,469	\$ 11,469
Unassigned	\$ 420,761	\$ -	\$ -	\$ 420,761
Total Fund Balances	\$ 420,761	\$ 1,205,268	\$ 11,469	\$ 1,637,498
Total Liabilities & Fund Balance	\$ 1,209,178	\$ 1,205,268	\$ 11,469	\$ 2,425,915

Peace Creek
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Assessments - On Roll	\$ 412,182.00	\$ 412,182	\$ 412,538	\$ 356
Assessments - Direct	\$ 22,650.00	\$ 11,325.17	\$ 11,325.17	\$ -
Developer Contributions	\$ -	\$ -	\$ 36,879	\$ 36,879
Total Revenues	\$ 434,833	\$ 423,507	\$ 460,741	\$ 37,234
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ 1,800	\$ 1,200
FICA Expense	\$ 918	\$ 230	\$ 138	\$ 92
Engineering	\$ 15,000	\$ 3,750	\$ 2,125	\$ 1,625
Attorney	\$ 25,000	\$ 6,250	\$ 2,013	\$ 4,237
Annual Audit	\$ 3,900	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 1,250	\$ 1,250	\$ -
Trustee Fees	\$ 4,020	\$ -	\$ -	\$ -
Management Fees	\$ 37,100	\$ 9,275	\$ 9,275	\$ -
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 300	\$ -
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage & Delivery	\$ 750	\$ 188	\$ 122	\$ 66
Insurance	\$ 5,750	\$ 5,750	\$ 5,200	\$ 550
Copies	\$ 750	\$ 188	\$ -	\$ 188
Legal Advertising	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Contingency	\$ 2,293	\$ 573	\$ 124	\$ 449
Office Supplies	\$ 625	\$ 156	\$ 6	\$ 151
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 127,031	\$ 37,859	\$ 27,977	\$ 9,882

Peace Creek
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
<i>Operations & Maintenance</i>				
Field Expenditures:				
Property Insurance	\$ 12,000	\$ 12,000	\$ 2,833	\$ 9,167
Field Management	\$ 15,000	\$ 3,750	\$ 1,875	\$ 1,875
Landscape Maintenance	\$ 95,000	\$ 23,750	\$ 16,002	\$ 7,748
Landscape Replacement	\$ 12,500	\$ 3,125	\$ -	\$ 3,125
Streetlights	\$ 33,770	\$ 8,443	\$ -	\$ 8,443
Electric	\$ 7,260	\$ 1,815	\$ -	\$ 1,815
Water & Sewer	\$ 3,000	\$ 750	\$ 12,852	\$ (12,102)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 625	\$ -	\$ 625
Irrigation Repairs	\$ 5,500	\$ 1,375	\$ -	\$ 1,375
General Repairs & Maintenance	\$ 10,000	\$ 2,500	\$ 744	\$ 1,756
Contingency	\$ 5,500	\$ 1,375	\$ -	\$ 1,375
Subtotal Field Expenditures	\$ 202,030	\$ 59,508	\$ 34,306	\$ 25,201
Amenity Expenditures:				
Amenity - Insurance	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Amenity - Electric	\$ 13,794	\$ 3,449	\$ -	\$ 3,449
Amenity - Water	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Internet	\$ 2,000	\$ 500	\$ -	\$ 500
Pest Control	\$ 528	\$ 132	\$ -	\$ 132
Janitorial Service	\$ 10,200	\$ 2,550	\$ -	\$ 2,550
Security Services	\$ 30,000	\$ 7,500	\$ -	\$ 7,500
Pool Maintenance	\$ 16,500	\$ 4,125	\$ -	\$ 4,125
Amenity Repairs & Maintenance	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Amenity Access Management	\$ 5,250	\$ 1,313	\$ -	\$ 1,313
Contingency	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
Subtotal Amenity Expenditures	\$ 105,772	\$ 26,443	\$ -	\$ 26,443
Total Operations & Maintenance	\$ 307,802	\$ 85,951	\$ 34,306	\$ 51,644
Total Expenditures	\$ 434,833	\$ 123,810	\$ 62,283	\$ 61,527
Net Change in Fund Balance	\$ -		\$ 398,459	
Fund Balance - Beginning	\$ -		\$ 22,302	
Fund Balance - Ending	\$ -		\$ 420,761	

Peace Creek
Community Development District
Debt Service Fund Series 2023
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Special Assessments	\$ 801,813	\$ 801,813	\$ 802,504	\$ 691
Assessments - Direct Bill	\$ -	\$ -	\$ 310,559	\$ 310,559
Interest	\$ -	\$ -	\$ 5,979	\$ 5,979
Total Revenues	\$ 801,813	\$ 801,813	\$ 1,119,042	\$ 317,229
Expenditures:				
Interest - 12/15	\$ 310,559	\$ 310,559	\$ 310,559	\$ -
Principal - 06/15	\$ 180,000	\$ -	\$ -	\$ -
Interest - 06/15	\$ 310,559	\$ -	\$ -	\$ -
Total Expenditures	\$ 801,118	\$ 310,559	\$ 310,559	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 695	\$ 491,254	\$ 808,483	\$ 317,229
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (4,846)	\$ (4,846)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (4,846)	\$ (4,846)
Net Change in Fund Balance	\$ 695		\$ 803,638	
Fund Balance - Beginning	\$ 312,471		\$ 401,631	
Fund Balance - Ending	\$ 313,165		\$ 1,205,268	

Peace Creek
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 4,765	\$ 4,765
Total Revenues	\$ -	\$ -	\$ 4,765	\$ 4,765
Expenditures:				
<i>General & Administrative:</i>				
Capital Outlay	\$ -	\$ -	\$ 869,568	\$ (869,568)
Total Expenditures	\$ -	\$ -	\$ 869,568	\$ (869,568)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (864,803)	
<i>Other Financing Sources/(Uses):</i>				
Transfer In/(Out)	\$ -	\$ -	\$ 4,846	\$ 4,846
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 4,846	\$ 4,846
Net Change in Fund Balance	\$ -	\$ -	\$ (859,957)	
Fund Balance - Beginning	\$ -	\$ -	\$ 871,426	
Fund Balance - Ending	\$ -	\$ -	\$ 11,469	

Peace Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ -	\$ -	\$ 412,537.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 412,538
Assessments - Direct	\$ -	\$ 11,325.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,325
Developer Contributions	\$ 36,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,879
Total Revenues	\$ 36,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 460,741
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 400	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
FICA Expense	\$ 31	\$ 107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138
Engineering	\$ 1,250	\$ 875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,125
Attorney	\$ 639	\$ 881	\$ 493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,013
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,092	\$ 3,092	\$ 3,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,275
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 36	\$ 43	\$ 43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 47	\$ 38	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124
Office Supplies	\$ 3	\$ 3	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 16,538	\$ 7,105	\$ 4,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,977

Peace Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Field Expenditures:													
Property Insurance	\$ 2,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,833
Field Management	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,875
Landscape Maintenance	\$ 5,334	\$ 5,334	\$ 5,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,002
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ 2,941	\$ 9,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,852
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ 411	\$ 333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	744
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Field Expenditures	\$ 9,203	\$ 9,232	\$ 15,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	34,306
Amenity Expenditures:													
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 9,203	\$ 9,232	\$ 15,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	34,306
Total Expenditures	\$ 60,685	\$ 41,907	\$ 56,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	62,283
Excess (Deficiency) of Revenues over Expenditures	\$ (23,806)	\$ (41,907)	\$ (56,280)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	398,459

Peace Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

ON ROLL ASSESSMENTS

Gross Assessments \$ 443,207.38 \$ 862,165.71 \$ 1,305,373.09
Net Assessments \$ 412,182.86 \$ 801,814.11 \$ 1,213,996.97

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	34% 66% 100%		
								General Fund	Debt Service Series 2023	Total
12/8/23	11/13/2023-11/	\$ 56,652.72	\$ (2,266.08)	\$ (1,087.73)	\$ -	\$ -	\$ 53,298.91	\$ 18,096.34	\$ 35,202.57	\$ 53,298.91
12/21/23	11/23/2023-11/	\$ 1,248,720.37	\$ (49,948.18)	\$ (23,975.44)	\$ -	\$ -	\$ 1,174,796.75	\$ 398,873.39	\$ 775,923.36	\$ 1,174,796.75
12/31/23	Invoice#4652085	\$ -	\$ -	\$ -	\$ -	\$ (8,621.66)	\$ (8,621.66)	\$ (2,927.27)	\$ (5,694.39)	\$ (8,621.66)
12/31/23	Invoice#4652086	\$ -	\$ -	\$ -	\$ -	\$ (4,432.07)	\$ (4,432.07)	\$ (1,504.80)	\$ (2,927.27)	\$ (4,432.07)
Total		\$ 1,305,373.09	\$ (52,214.26)	\$ (25,063.17)	\$ -		\$ 1,215,041.93	\$ 412,537.66	\$ 802,504.27	\$ 1,215,041.93

100%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Lennar Homes, LLC						
2023-01				Net Assessments	\$ 310,559.38	\$ 310,559.38
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Interest	
10/17/23	10/1/23	2118930	\$ 310,559.38	\$ 310,559.38	\$ 310,559.38	
			\$ 310,559.38	\$ 310,559.38	\$ 310,559.38	

Lennar Homes, LLC						
2024-01				Net Assessments	\$ 22,650.34	\$ 22,650.34
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	
11/8/23	11/1/23	2127301	\$ 11,325.17	\$ 11,325.17	\$ 11,325.17	
	2/1/24		\$ 5,662.59			
	5/4/24		\$ 5,662.59			
			\$ 22,650.34	\$ 11,325.17	\$ 11,325.17	