EAGLE CREEK

COMMUNITY DEVELOPMENT DISTRICT

November 19, 2024

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Eagle Creek Community Development District

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

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

November 12, 2024

Board of Supervisors
Eagle Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Eagle Creek Community Development District will hold a Regular Meeting on November 19, 2024 at 11:00 a.m., at 4161 Tamiami Trail, Building 5, Unit 501, Port Charlotte, Florida 33952. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Review of Responses to RFP for Firelight North - Phase IA & IB Project
   - A. Respondents
     - I. DEME Construction LLC
     - II. LEE MAR Building and Construction Corp.
     - III. Firethorn, Inc.
   - B. Ranking/Evaluation
   - C. Authorization to Negotiate and Finalize Contract(s)
4. Consideration of Temporary Construction and Access Easement Agreement
5. Consideration of Personnel Leasing Agreement
6. Consideration of Construction Funding Agreement
7. Acceptance of Unaudited Financial Statements as of September 30, 2024
8. Approval of July 24, 2024 Public Hearing and Regular Meeting Minutes
9. Staff Reports
   - A. District Counsel: *Kutak Rock LLP*
   - B. District Engineer: *Atwell, LLC*

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

- NEXT MEETING DATE: December 17, 2024 at 11:00 AM
  - QUORUM CHECK

SEAT 1	JOHN LEINAWEAVER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	SANDY FOSTER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	PRISCILLA HEIM	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KRIS WATTS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JENNINGS DEPRIEST	☐ IN PERSON	☐ PHONE	☐ NO

10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930 or Kristen Thomas at (561) 517-5111.

Sincerely,

Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 528 064 2804

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

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EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT

EVALUATION MATRIX

RFP FOR FIRELIGHT NORTH - PHASE IA & IB PROJECT	PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	FINANCIAL CAPABILITY	PRICE	SCHEDULE	TOTAL POINTS
PROPOSER	**15 POINTS**	**20 POINTS**	**10 POINTS**	**10 POINTS**	**25 POINTS**	**20 POINTS**	**100 POINTS**
DEME Construction LLC							
LEE MAR Building and Construction Corp.							
Firethorn, Inc.							

NOTES:

Completed by: _____ Date: _____

Board Member's Signature

_____

Printed Name of Board Member

EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR FIRELIGHT NORTH INFRASTRUCTURE CONSTRUCTION

PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. ***Personnel*** **(15 Points)**

Geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing workload; proposed staffing levels, etc.

2. ***Proposer's Experience*** **(20 Points)**

Past record and experience of the respondent with Eagle Creek CDD, experience with similar projects, and/or experience with other CDD's and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.

3. ***Understanding of Scope of Work*** **(10 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. ***Financial Capability*** **(10 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. ***Price*** **(25 Total Points)**

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. ***Schedule*** **(20 Total Points)**

Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most

expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

[*END OF SELECTION CRITERIA*]

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

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Upon recording, this instrument should be returned to: Kyle M. Magee Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301	(This space reserved for Clerk)

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (**"Easement Agreement**") is made and entered into this 19th day of November, 2024, by and between **ZEMEL LAND PARTNERS, LLC,** a Florida limited liability company with a mailing address of 5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240 ("**Grantor")** in favor of **EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**") (Grantor and Grantee are sometimes together referred to herein as "**Parties**").

W I T N E S S E T H :

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

WHEREAS, Grantee has requested a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the purpose of constructing improvements constituting the Phase 1A and Phase 1B Project ("**Improvements**"), and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **CONSTRUCTION EASEMENT.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements in accordance with the plans and permits for the Phase 1 Project ("**Easement**").

3. **TERM OF EASEMENT.** Grantee shall be permitted to use the Easement until such time as construction of the Improvements is complete. It is expressly understood and agreed that the Easement and this Easement Agreement shall terminate in its entirety and be of no further effect at such time as the construction of the Improvements is complete and final approval for the Improvements has been issued by Charlotte County and/or the local utility provider as applicable. It is the intent of the Parties that such termination shall be self-executing and no further instrument shall be required in order to evidence the termination of the Easement and this Easement Agreement; provided, however, that Grantor shall have the right, without the joinder or consent of Grantee, to record evidence of such final Charlotte County and/or the local utility provider as applicable, thereby causing the termination of the Easement and this Easement Agreement, and Grantee shall cooperate with Grantor in executing a recordable termination instrument requested by Grantor. Without limiting the foregoing and notwithstanding anything set forth in this Easement Agreement to the contrary, the Easement and this Easement Agreement shall terminate automatically as to any platted lot upon conveyance of such lot by Grantor, and any title insurance examiner and insurer may rely upon such deed in insuring title to such lot without exception for the Easement or this Easement Agreement.

4. **INSURANCE.** Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida reasonably acceptable to Grantor, naming Grantor as insured, as their interests may appear, in a combined-single limit of not less than $1,000,000.00 with respect to bodily injury or death and property damage. Prior to commencing any work within the Easement Area, Grantee shall furnish Grantor with evidence of such insurance and shall update such evidence upon any renewal thereof.

5. **OBLIGATIONS OF GRANTOR AND GRANTEE.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. Grantee agrees to leave the Easement Area in a commercially reasonable and acceptable state upon completion of all activities within the Easement Area.

6. **DEFAULT.** A default by either party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **ENFORCEMENT OF EASEMENT AGREEMENT.** In the event that either the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs

incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **NOTICES.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as set forth in the preamble to this Easement Agreement (or to such other place as any party may by notice to the others specify).

9. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof.

10. **LIENS.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **ASSIGNMENT.** Grantee may not and shall not assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of Grantor.

12. **CONTROLLING LAW.** This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **PUBLIC RECORDS.** Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

14. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

15. **BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, subject to Section 11.

16. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of

law and has full power and authority to comply with the terms and provisions of this Easement Agreement.

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

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

[*signature pages follow*]

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

WITNESSES:

ZEMEL LAND PARTNERS, LLC a Florida limited liability company

_____

Print Name:_____

Address:_____

_____

By: _____

Its: _____

_____

Print Name:_____

Address:_____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online notarization this ___ day of _____, 2024 by _____ as _____ of Zemel Land Partners, LLC, a Florida limited partnership, on behalf of the company.

_____

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

[*Signature page 1 of 2*]

Signed, sealed and delivered
in the presence of:

WITNESSES:

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

_____
Print Name:_____
Address: _____
_____

_____
Print Name:_____
Address: _____
_____

_____
By: _____
Its: Chair/Vice Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online notarization this ___ day of _____, 2024, by _____as Chairperson of Eagle Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes.

_____
(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[notary seal]

[*Signature page 2 of 2*]

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

BANKS ENGINEERING

Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL OF LAND
LYING IN SECTION 21, T-42-S, R-23-E,
CHARLOTTE COUNTY, FLORIDA.

(CDD PARCEL)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 23 EAST, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHWEST CORNER OF SAID SECTION 21, SAID POINT BEING RECORDED IN CERTIFIED CORNER RECORD DOCUMENT #66930; THENCE N.00°45'20"E. (FOR A BASIS OF BEARINGS) ALONG THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION FOR 2587.36 FEET TO THE WEST 1/4 CORNER OF SAID SECTION, AS RECORDED IN CERTIFIED CORNER RECORD DOCUMENT #51759; THENCE N.01°31'27"E. ALONG THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION FOR 2388.66 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF BURNT STORE ROAD PER BSR2-106 PARCEL ORDER OF TAKING PER OR. 4419, PG. 1578 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1955.00 FEET, A DELTA ANGLE OF 05°30'48", A CHORD BEARING OF N.17°56'59"E., AND A CHORD DISTANCE OF 188.05 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 188.12 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N.88°40'21"E. ALONG SAID NORTHERLY LINE FOR 2551.90 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S.00°29'35"W. ALONG THE EASTERLY LINE OF THE WEST 1/2 OF SAID SECTION FOR 5214.15 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N.89°58'44"W. ALONG THE SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, SAID LINE ALSO BEING THE NORTH LINE OF A 60 FEET WIDE PUBLIC ROAD RIGHT-OF-WAY, PER DEED BOOK 48, PAGE 129, CHARLOTTE COUNTY PUBLIC RECORDS FOR 2661.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 314.19 ACRES, MORE OR LESS.

BANKS ENGINEERING
FLORIDA LICENSED BUSINESS NO. LB6690

SEPTEMBER 8, 2022

DIGITALLY SIGNED BY:
C. DREW BRANCH
Date:
2022.09.08
12:49:23
-04'00'

C. DREW BRANCH, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 5542

SHEET 1 OF 2

SERVING THE STATE OF FLORIDA

4161 Tamiami Trail – Building 5, Unit 501, Port Charlotte, FL 33952
(941) 625-1165 • Fax (941) 625-1149 www.bankseng.com

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

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PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this 19th day of November, 2024, by and between **Zemel Land Partners**, LLC a Florida limited liability company with a mailing address of 5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240, (hereinafter referred to as "Lessor") and **Eagle Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431 (hereinafter referred to as "Lessee" or "District").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District Manager is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into an agreement for infrastructure construction project management services relating to the on-site construction of infrastructure improvements that will either be constructed by the District or acquired by the District; and

WHEREAS, Lessor agrees to provide a person qualified to render such services who may work under the direction of the District Manager from time-to-time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Paragraph 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals with qualifications appropriate to assist in infrastructure construction project management services, including construction contract administration functions, all as further described in Section 3 of this Agreement who will be designated by separate letter, for whatever sufficient time each week is necessary to complete the work (herein referred to as the "Construction Project Manager"). The Construction Project Manager's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Project Manager; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Project Manager.

3. DUTIES. The Construction Project Manager shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager. The Construction Project Manager shall be responsible for assisting the District Engineer in the management of District infrastructure construction projects in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants. The composition and functions of the Construction Project Manager is more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by reference.

4. TERM. The initial term of this Agreement shall be for a one (1) year period, beginning _____, 2024 ("Commencement Date") and ending _____, 2025. This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days' written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessee and Lessor shall coordinate to provide the Construction Project Manager with such supplies or support as shall be reasonably necessary for the Construction Project Manager to render services on behalf of Lessee in accordance with this Agreement.

6. COMPENSATION.

A. For and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor an amount not to exceed five percent (5%) of total scope of project construction costs for the Construction Project Manager's time spent assisting District Engineer with the management of the District's on-site infrastructure construction projects. Lessor shall submit a bill to the District Engineer for monthly services. District and Lessor agree that any such payment permitted hereunder shall be payable only from any District bond series construction account funds; funds provided pursuant to a project completion agreement; or from funds provided pursuant to any developer funding agreement. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as the Construction Project Manager. In no event shall this Agreement be construed as an employment agreement between the Construction Project Manager and Lessee.

B. The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.

7. CONTROL OF DISTRICT MANAGER. All services required to be rendered by the Construction Project Manager hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Construction Project Manager shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Project Manager, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Project Manager.

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

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

A. If to Lessor: Zemel Land Partners, LLC
5800 Lakewood Ranch Boulevard
Sarasota, Florida 34240
Attn: _____

B. If to District: Eagle Creek Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

13. INDEMNIFICATION. The parties agree to indemnify and hold each other harmless from and against any and all damages, losses or claims, up to the amounts set forth in section 768.28, Florida Statutes, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to gross negligence of the other.

14. IMMUNITY. Lessor agrees that nothing contained in this agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

15. INSURANCE. Lessor shall, at its own expense, maintain insurance during the performance of the Construction Project Manager's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	$500,000/$1,000,000
Property Damage (including Contractual)	$500,000/$1,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit $1,000,000
Professional Liability for Errors and Omissions	$1,000,000

Lessor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. Lessor is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If Lessor receives notice of cancellation or non-renewal from an insurer, then Lessor shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor fails to have secured and maintained the required insurance, the District shall notify Lessor and, if such failure is not cured within three (3) business days of Lessor's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to Lessor.

16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

17. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

18. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

19. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

20. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

21. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

22. SEVERABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

23. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

24. CAPTIONS. The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

25. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure

to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

26. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Attest:

_____
Secretary/Assistant Secretary

_____
Print Name

Eagle Creek Community Development District

_____
Chair/Vice Chair, Board of Supervisors

Print Name: _____

Attest:

_____
Witness

_____
Print Name

Zemel Land Partners, LLC
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

The duties, obligations, and responsibilities of the Construction Project Manager are to assist the District Engineer in the provision of services in connection with the construction of the Master Capital Improvement Program for the District (the "Project") as more particularly described below (each of the items below together, the "Services"):

1. Attend Project preconstruction meetings with District and contractor for the Project ("Contractor").
2. Coordination of District Board approved contractors performing various work items associated with District projects.
3. Coordination and attendance of periodic project construction meetings.
4. Assistance with bidding, in accordance with District rules of procedure and Florida law, for identified project services.
5. Provide initial review of improvements during site work, landscape and irrigation, hardscape, recreational items and building improvement installation.
6. Provide a second review of improvements during before mentioned improvements installation.
7. Assist District Engineer in the review of pay applications, improvements and documentation submitted by Contractor.
8. Coordinate Engineer's or Architect's responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, the District Engineer and permitting agencies.
10. Perform such other tasks as may be determined necessary and agreed to by the parties to this Agreement.

The Construction Project Manager shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Construction Project Manager's professional and related services performed under this Agreement shall be the care and skill ordinarily used by consultants providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

6

CONSTRUCTION FUNDING AGREEMENT BETWEEN THE EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT AND ZEMEL LAND PARTNERS, LLC

THIS CONSTRUCTION FUNDING AGREEMENT (**"Agreement"**) shall be effective as of the 19th day of November, 2024, by and between:

Eagle Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Charlotte County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Zemel Land Partners, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240.

RECITALS

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

WHEREAS, the Landowner is the owner of undeveloped lands located within the boundaries of the District ("**Development**") upon which the District's improvements have been or will be made; and

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

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of the District, as more particularly described in the *Master Engineer's Report*, dated August 2023, attached as **Exhibit A** and incorporated herein by this reference, which may be updated from time to time, prior to the issuance of an anticipated future series of bonds, including construction and any design, engineering, legal, or other construction or administrative costs (collectively, the "**Project**"); and

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

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those

bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

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

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

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

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

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than

fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

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

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

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

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

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

A.	**If to District:**	Eagle Creek Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
B.	**If to Landowner:**	Zemel Land Partners, LLC 5800 Lakewood Ranch Boulevard Sarasota, Florida 34240 Attn: _____

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

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and permitted assigns.

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

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

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

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

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

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

C. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Landowner does not transfer the records to the District; and

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

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

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

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

[*Remainder of this page left intentionally blank*]

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

ATTEST:	**Eagle Creek Community Development District**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors
WITNESS:	**Zemel Land Partners, LLC**
_____	By: _____
Witness	Name: _____
_____	Title: _____
Witness	

Exhibit A: *Master Engineer's Report*, dated August 2023

Exhibit A
***Master Engineer's Report*, dated August 2023**

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

TODD REBOL, P.E.
BANKS ENGINEERING, INC.
4161 TAMIAMI TRAIL, BUILDING 5, UNIT 501
PORT CHARLOTTE, FLORIDA 33952

August 2023

EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan ("**CIP**") and estimated costs of the CIP, for the Eagle Creek Community Development District ("**District**").

2. GENERAL SITE DESCRIPTION

The District consists of the existing boundary of 314.19 acres of land, an expansion area of 144.82 acres of land and a future parcel of 16.41 acres of land. The District is located entirely within Charlotte County, Florida and is generally located southeast of Burnt Store Road with a portion of the property extending south of Zemel Road.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development, which is currently planned for 950 residential units. The following chart shows the planned product types for the District:

PRODUCT TYPES

Product Type	Existing District	Expansion Area	Future Parcel	District Totals
Villas	100	50	0	**150**
40' Single Family	50	35	15	**100**
50' Single Family	330	110	40	**480**
60' Single Family	110	35	15	**160**
70' Single Family	60	0	0	**60**
TOTAL UNITS:	**650**	**230**	**70**	**950**

The public infrastructure for the project is as follows:

Stormwater Management System:

The stormwater collection and outfall systems are a combination of curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands and the Entry Road. The stormwater system will be designed consistent with the applicable design requirements established by the Southwest Florida Water Management District (SWFWMD) and Charlotte County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception of the inlets and storm sewer systems that may be part of dedicated rights-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

Onsite Wetland Conservation/Mitigation

The District will provide onsite conservation areas in order to offset wetland impacts associated with the construction of the development. The District will be responsible for the design, permitting, mitigation, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Public Roadways (Onsite)

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, bridges, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable design requirements.

All internal roadways may be financed by the District. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation, hardscape/landscape/irrigation and stormwater improvements behind such gated areas).

Public Roadways (Offsite)

Entry Roadway:

The Project includes an offsite entry roadway ("Offsite Road") that will be within an easement or dedicated tract via subdivision plat assigned to the District. The Offsite Road will include the asphalt, curb & gutter, base, and subgrade, striping and signage, and sidewalks within easement or tract. The Offsite Road will be designed in accordance with County standards and may include a security gate feature that will not block public access. The District will be responsible for perpetual maintenance of the Offsite Road.

Entry features including community signage landscaping will be located within and adjacent to the Offsite Road within an easement or dedicated tract via a subdivision plat assigned to the District. Landscaping may consist of sod, annual flowers, shrubs, trees and ground covers. These facilities are part of the Offsite Road and District CIP, and will be owned and maintained by the District.

Roadway Improvements:

The Project includes offsite roadway improvements to serve the subdivision. These improvements include, but are not limited to, turn lanes, traffic signals, roundabouts, pedestrian facilities and multi-use trails. The improvements will be designed in accordance with County standards. The improvements will be

constructed by the District and then dedicated to the County for operation and maintenance.

Water, Wastewater & Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift stations.

Similarly, the reclaim water system will be constructed to provide service for irrigation throughout the community.

Both the water distribution and wastewater collection systems have points of connections outside of the District boundary to existing utility infrastructure. The existing water and sewer mains will need to be extended from Burnt Store Road down Zemel Road to the location of the District. These connections are required elements for the systems to function. Therefore, the offsite extensions and connections to the existing utility infrastructure are included within the CIP.

The water and reclaim system and wastewater collection systems for all phases will be constructed and/or acquired by the District and then dedicated to a local, public utility provider for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape & Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The District must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by a local general purpose government will be maintained pursuant to a right-of-way agreement or permit. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, will not be financed by the District and instead will be privately installed and maintained.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with a local utility provider and will fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities (Active & Passive):

As part of the overall development, the District intends to construct a clubhouse and other amenity facilities including, but not limited to, multi-use paths, pedestrian paths, sports field and nature viewing stations. Alternatively, the Developer may privately fund such facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the exclusive benefit of the owners subject to that Association.

Professional Services

The CIP also includes various professional services. These include, but are not limited to: (i) engineering, surveying, and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP will be obtained or are currently under review by respective governmental authorities, and include the following:

a. Southwest Florida Water Management District ERP
b. Charlotte County Stormwater Permit
c. Florida Department of Environmental Protection Potable Water Permit
d. Florida Department of Environmental Protection Wastewater Permit
e. Charlotte County Final Detail Plan Approval

5. CIP COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, a cost estimate for the CIP. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

CIP COST ESTIMATE

Improvement	Estimated Costs			Financing Entity	O & M Entity
	Existing District	Expansion Area	Future Parcel		
Stormwater Management System	$8,500,000.00	$3,000,000.00	$1,200,000.00	CDD	CDD
OnSite Wetland Conservation/Mitigation	$1,000,000.00	$1,000,000.00	$600,000.00	CDD	CDD
Public Roadways (Onsite)	$8,000,000.00	$3,500,000.00	$600,000.00	CDD	CDD
Public Roadways (Offsite)	$7,800,000.00	$1,000,000.00	$400,000.00	CDD	COUNTY
Water, Wastewater & Reclaim Utilities	$13,500,000.00	$4,500,000.00	$1,000,000.00	CDD	COUNTY
Hardscape, Landscape & Irrigation	$5,000,000.00	$2,500,000.00	$500,000.00	CDD	CDD
Streetlights/Undergrounding of Electrical Lines	$1,000,000.00	$800,000.00	$200,000.00	CDD	CDD
Recreational Amenities (Active & Passive)	$9,500,000.00	$4,500,000.00	$500,000.00	CDD	CDD
Professional Services	$2,100,000.00	$900,000.00	$300,000.00	CDD	N/A
Contingency	$6,000,000.00	$3,000,000.00	$750,000.00	CDD	N/A
SUB-TOTAL:	$62,400,000.00	$24,700,000.00	$6,050,000.00		
DISTRICT TOTAL:	$93,150,000.00				

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
b. The developer reserves the right to privately finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

BANKS ENGINEERING

Todd Rebol, P.E. 8/22/2023
FL License No. 64040

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2024

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	$ 7,730	$ -	$ -	$ 7,730
Due from Landowner	24,916	-	986	25,902
Prepaid expense	5,200	-	-	5,200
Total assets	37,846	-	986	38,832
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 24,916	$ -	$ 986	$ 25,902
Due to Landowner	3,052	14,993	3,428	21,473
Accrued taxes payable	153	-	-	153
Landowner advance	6,000	-	-	6,000
Total liabilities	34,121	14,993	4,414	53,528
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	4,386	-	-	4,386
Unearned revenue	5,200	-	-	5,200
Total deferred inflows of resources	9,586	-	-	9,586
Fund balances:				
Restricted for:				
Debt service	-	(14,993)	-	(14,993)
Capital projects	-	-	(3,428)	(3,428)
Unassigned	(5,861)	-	-	(5,861)
Total fund balances	(5,861)	(14,993)	(3,428)	(24,282)
Total liabilities, deferred inflows of resources and fund balances	$ 37,846	$ -	$ 986	$ 38,832

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ 15,330	$ 61,386	$ 97,790	63%
Total revenues	15,330	61,386	97,790	63%
EXPENDITURES				
Professional & administrative				
Supervisor	-	1,938	-	N/A
Management/accounting/recording	2,000	24,000	48,000	50%
Legal	58	8,346	25,000	33%
Engineering	11,252	11,252	2,000	563%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	16	200	200	100%
Postage	-	99	500	20%
Printing & binding	42	500	500	100%
Legal advertising	3,039	3,837	1,750	219%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	81	703	750	94%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	210	210	210	100%
Total expenditures	16,698	57,940	97,790	59%
Excess/(deficiency) of revenues over/(under) expenditures	(1,368)	3,446	-	
Fund balances - beginning	(4,493)	(9,307)	-	
Fund balances - ending	$ (5,861)	$ (5,861)	$ -	

*These items will be realized when bonds are issued

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year To Date
REVENUES	$ -	$ -
Total revenues	-	-
EXPENDITURES		
Debt service		
Cost of issuance	-	3,908
Total debt service	-	3,908
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,908)
Fund balances - beginning	(14,993)	(11,085)
Fund balances - ending	$ (14,993)	$ (14,993)

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year To Date
REVENUES	$ -	$ -
Total revenues	-	-
EXPENDITURES		
Capital outlay	986	3,428
Total expenditures	986	3,428
Excess/(deficiency) of revenues over/(under) expenditures	(986)	(3,428)
Fund balances - beginning	(2,442)	-
Fund balances - ending	$ (3,428)	$ (3,428)

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

MINUTES OF MEETING
EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Eagle Creek Community Development District held a Public Hearing and Regular Meeting on July 24, 2024 at 11:00 a.m., at 4161 Tamiami Trail, Building 5 Unit 501, Port Charlotte, Florida 33952.

Present at the meeting were:

John Leinaweaver	Chair
Jennings L. DePriest (via telephone)	Vice Chair
Priscilla Heim	Assistant Secretary
Kris Watts	Assistant Secretary
Sandy Foster	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC (WHA)
Kyle Magee (via telephone)	District Counsel
Todd Rebol	Interim District Engineer
John McKay (via telephone)	JH McKay, LLC

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

Mr. Rom called the meeting to order at 11:01 a.m. Supervisors Leinaweaver, Heim, Foster and Watts were present. Supervisor DePriest attended via telephone.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

- **Authorization of RFP for Firelight North Infrastructure Construction; Approval of Evaluation Criteria**

This item, previously the Eighth Order of Business, was presented out of order.

Mr. Rom recalled that, at the last meeting, the consensus was to go through the Request for Proposals (RFP) process for the Firelight North Infrastructure Construction project; therefore, it is appropriate to discuss the scope of work and the Evaluation Criteria.

Mr. Rebol stated Staff is completing all the construction documents and obtained initial approval from Charlotte County for the construction plans. He will go to the Board of County Commissioners (BOCC) in September for final approval. In the meantime, Staff is coordinating

with CDD Staff to prepare construction documents, which will include roadway construction, water, sewer, lake excavation, turn lanes and any off-site improvements, all of which are typical infrastructure for the project. CDD Staff will coordinate to produce the criteria to select contractors as well as an approved qualification sheet for said contractors. All the documents will be included in the final RFP packet. Staff will make sure that the selected contractor meets the minimum bidding qualifications of the RFP to respond to the RFP, and a scoring matrix will be provided for everyone to review the RFP documents and provide feedback.

Mr. Rom reviewed the Evaluation Criteria and the points allocable for each category.

Mr. Magee stated Staff will advertise the RFP in the local newspaper. He recommended approval of the Evaluation Criteria and the RFP authorizations.

On MOTION by Mr. Leinaweaver and seconded by Ms. Heim, with all in favor, the RFP for Firelight North Infrastructure Construction Project and Evaluation Criteria, authorizing District Staff to continue with the RFP process and authorizing the Board Chair to coordinate with Staff to finalize and advertise the RFP, were approved.

THIRD ORDER OF BUSINESS **Public Hearing on Adoption of Fiscal Year 2024/2025 Budget**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-05, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Rom presented Resolution 2024-05. He reviewed the proposed Fiscal Year 2025 budget, which is a Landowner-contribution budget, with expenses being funded as they are incurred. The only adjustment since the last meeting is the inclusion of "Supervisors" fees.

On MOTION by Ms. Watts and seconded by Mr. Leinaweaver, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Heim and seconded by Mr. Leinaweaver, with all in favor, the Public Hearing was closed.

On MOTION by Mr. DePriest and seconded by Ms. Watts, with all in favor, Resolution 2024-05, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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

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

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

A. Affidavit of Publication

B. RFQ Package

C. Respondent: Atwell, LLC

D. Competitive Selection Criteria/Ranking

Asked if the respondent will receive a score, Mr. Rom stated, since Atwell, LLC is the sole respondent to the RFQ, scoring can be waived. However, if scored, Management would have scored Atwell 95 out of 100 points. He recommended awarding the contract to Atwell, LLC.

E. Award of Contract

On MOTION by Mr. Leinaweaver and seconded by Ms. Watts, with all in favor, waiving any irregularities to the RFQ response and/or evaluation criteria requirements; and ranking Atwell, LLC, the sole respondent to the RFQ for Engineering Services, as the #1 ranked respondent; and awarding the Engineering Services contract to Atwell, LLC and authorizing the Chair or Vice Chair to execute, were approved.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2024-06, Electing and Removing Officers of the District and Providing for an Effective Date [Kristen Thomas]**

Mr. Rom presented Resolution 2024-06. Ms. Watts nominated the following:

John Leinaweaver	Chair
Sandy Foster	Vice Chair
Priscilla Heim	Assistant Secretary
Kris Watts	Assistant Secretary
Jennings L. DePreist	Assistant Secretary
Kristen Thomas	Assistant Secretary

No other nominations were made. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Daniel Rom	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Ms. Watts and seconded by Ms. Heim, with all in favor, Resolution 2024-06, Electing and Removing Officers of the District and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS **Update: Financing**

Mr. McKay had no update at this time.

EIGHTH ORDER OF BUSINESS **Authorization of RFP for Firelight North Infrastructure Construction; Approval of Evaluation Criteria**

This item was presented following the Second Order of Business.

NINTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of June 30, 2024**

Mr. Rom noted an error on Page 4. The following change will be made:

Page 4: Change “Capital Projects Fund Series 2021” to “Capital Projects Fund,”

This is because no bonds have been issued. The Accounting Department has already made the correction.

On MOTION by Mr. Leinaweaver and seconded by Ms. Heim, with all in favor, the Unaudited Financial Statements as of June 30, 2024, as amended, were accepted.

TENTH ORDER OF BUSINESS **Approval of April 24, 2024 Regular Meeting and Audit Committee Meeting Minutes**

The following change was made:

Line 21: Change "Zemel Land Partners" to "JH McKay, LLC"

On MOTION by Ms. Watts and seconded by Ms. Foster, with all in favor, the April 24, 2024 Regular Meeting and Audit Committee Meeting Minutes, as amended, were approved.

ELEVENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

Mr. Magee stated Staff will be assisting with the construction RFP.

B. District Engineer: Atwell, LLC

There was no report.

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

- **NEXT MEETING DATE:** August 28, 2024 at 11:00 AM

The next meeting will be held on August 28, 2024, unless cancelled.

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

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS **Public Comments**

There were no public comments.

FOURTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Ms. Foster and seconded by Ms. Watts, with all in favor, the meeting adjourned at 11:19 a.m.

194
195
196
197 _____ _____
198 Secretary/Assistant Secretary Chair/Vice Chair

EAGLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION *4161 Tamiami Trail, Building 5 Unit 501, Port Charlotte, Florida 33952*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October 23, 2024 CANCELED	**Regular Meeting**	**11:00 AM**
November 19, 2024*	**Regular Meeting**	**11:00 AM**
December 17, 2024*	**Regular Meeting**	**11:00 AM**
January 22, 2025	**Regular Meeting**	**11:00 AM**
February 26, 2025	**Regular Meeting**	**11:00 AM**
March 26, 2025	**Regular Meeting**	**11:00 AM**
April 23, 2025	**Regular Meeting**	**11:00 AM**
May 28, 2025	**Regular Meeting**	**11:00 AM**
June 25, 2025	**Regular Meeting**	**11:00 AM**
July 23, 2025	**Regular Meeting**	**11:00 AM**
August 27, 2025	**Regular Meeting**	**11:00 AM**
September 24, 2025	**Regular Meeting**	**11:00 AM**

Exception

November and December meeting dates are one (1) week earlier