## Anabelle Island

Community Development District

AUGUST 13, 2024



Anabelle Island Community Development District 475 West Town Place Suite 114 St. Augustine, Florida 32092

August 6, 2024

Board of Supervisors Anabelle Island Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Anabelle Island Community Development District will be held Tuesday, August 13 2024 at 2:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

- I. Roll Call
- II. Audience Comments (regarding agenda items listed below)
- III. Consideration of Minutes of the July 9, 2024 Meeting
- IV. Public Hearing to Adopt Suspension and Termination Rules, Rate Fee Schedule and Consideration of Resolution 2024-04
- V. Consideration of Amenity Facility Policies
- VI. Fiscal Year 2025 Budget
  - A. Overview of Budget
  - B. Public Hearing
  - C. Consideration of Resolution 2024-05, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2025
  - D. Consideration of Resolution 2024-06, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2025
- VII. Consideration of Fiscal Year 2025 Budget Funding Agreement
- VIII. Discussion of CDD Goals & Objectives
  - IX. Consideration of Proposals:

- A. Pest Control
- B. RGM Mailbox Awning
- X. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager Discussion of Fiscal Year 2025 Meeting Schedule
- XI. Supervisors Requests
- XII. Audience Comments
- XIII. Financial Statements as of June 30, 2024
- XIV. Check Register
- XV. Next Scheduled Meeting September 10, 2024 @ 2:00 p.m.
- XVI. Adjournment



#### MINUTES OF MEETING ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Anabelle Island Community Development District was held Tuesday, July 9, 2024 at 2:00 p.m. at Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum:

Darren GowensSupervisorRose BockSupervisorJames SummersetSupervisor

Also present were:

Marilee Giles District Manager, GMS

Jennifer Kilinski by phone District Counsel, Kilinski Van Wyk

David Taylor by phone Interim District Engineer

Jay Soriano Operations, GMS

#### FIRST ORDER OF BUSINESS Roll Call

Ms. Giles called the meeting to order at 2 p.m. Three Board members were in attendance constituting a quorum.

#### SECOND ORDER OF BUSINESS Audience Comments

There were no members of the public present.

## THIRD ORDER OF BUSINESS Consideration of Minutes of the May 14, 2024 Meeting

Ms. Giles asked if there were any comments or corrections to the May 14, 2024 meeting minutes. The Board had no changes to the minutes.

On MOTION by Mr. Gowens, seconded by Mr. Summerset, with all in favor, the Minutes of the May 14, 2024 Meeting, were approved.

#### FOURTH ORDER OF BUSINESS

#### **Consideration of Proposals:**

#### A. Janitorial

Ms. Giles presented a proposal from GMS for janitorial services that is in line with the budget and will start once the amenity center opens.

On MOTION by Mr. Gowens, seconded by Mr. Summerset, with all in favor, the Proposal from GMS for Janitorial Services, was approved.

#### **B.** Pest Control

Ms. Giles received two proposals for pest control from Harvey Pest Control and Orange Environmental. There is \$20 difference a year between the two. Mr. Soriano stated one is a little cheaper and the other is larger, more commercial but both would work well for us. Tabled until August meeting. Staff will work with GC to see who current pest control company is.

#### C. Pool Maintenance

#### D. Pool Chemicals

Ms. Giles presented the proposal from GMS for pool maintenance services at \$15K on page 15 of the agenda package. Pool chemicals are budgeted for \$10K. Mr. Soriano stated if GMS did pool chemicals and pool maintenance it would be \$25K.

On MOTION by Mr. Summerset, seconded by Ms. Bock, with all in favor, the GMS Proposal for Pool Maintenance and Pool Chemical Services, was approved.

#### FIFTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2022 Audit Report

Ms. Giles stated as they were cleaning up and going through the records at GMS, it was discovered that the Board had never accepted the FY22 audit report. It is a clean report.

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On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, the Acceptance of Fiscal Year 2022 Audit Report, was approved.

#### SIXTH ORDER OF BUSINESS

#### **Discussion of Fiscal Year 2025 Budget**

Ms. Giles stated at the last meeting the Board approved the FY25 budget with the O&M assessments remaining the same at \$800 for the 40 & 50 ft lots. On page 60 of the agenda is the comparison from 2024 to 2025.

#### SEVENTH ORDER OF BUSINESS Review of Draft Amenity Center Policies

Ms. Giles stated District Counsels office put this together and will be important once the pool opens up. It has the rules and rates for the entire amenity center. Ms. Kilinski noted a public hearing would be required.

#### EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-03 Setting a Public Hearing Date to Adopt Rates

Ms. Giles stated Resolution 2024-03 sets a public hearing to adopt the rates. Ms. Kilinski mentioned the 28- and 29-day requirement to notice a public hearing. Staff recommends the public hearing be the same as the August meeting which is August 13, 2024. There is an exhibit with this resolution which is the rates associated to the amenity policy. Staff recommended from \$2K to \$4K for the annual user fee for nonresidents. A Board member asked about renters. Ms. Giles noted the homeowner pays the CDD fees and as he rents his house out, the renter would show up with a copy of their lease agreement and have access that way. Mr. Soriano noted if a homeowner rents out their home, but they keep their privileges then the renter would have to pay that fee. Ms. Giles told Board members to let her know if they have any changes to the policy that they want to see before the next meeting.

On MOTION by Mr. Summerset, seconded by Mr. Gowens, with all in favor, Resolution 2024-03 Setting the Public Hearing for August 13, 2024 at 2 PM to Adopt Rates, was approved.

#### NINTH ORDER OF BUSINESS

#### Ratification of Requisition No. 21

Ms. Giles stated this is a pay requisition to KVW Law Group in the amount of \$724.

On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, Requisition No. 21, was ratified.

#### TENTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Ms. Kilinski reminded the Board of filing Form 1 electronically with the Commission on Ethics. She has worked with GMS for recommendations on performance measures which are due October 1<sup>st</sup>. A memo is going out to all of their Districts regarding this and will be on the August agenda. Reminded ethics training is due by December 31, 2024. Ms. Giles reported the four Supervisors with the requirement to the Form 1 have all done so. She will help Mr. Summerset figure out if he did the Form 1 for FY23.

#### B. Engineer

Mr. Taylor had nothing to report.

#### C. Manager

Ms. Giles had nothing else for the Board.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Supervisors Requests**

There being no comments, the next item followed.

#### TWELFTH ORDER OF BUSINESS

#### **Audience Comments**

There being no comments, the next item followed.

#### THIRTEENTH ORDER OF BUSINESS Financial Statements as of May 31, 2024

Ms. Giles presented the financial statements starting on page 100 of the iPads as of May 31, 2024.

#### FOURTEENTH ORDER OF BUSINESS Check Register

Ms. Giles presented the check register on page 111 of the agenda for May and June totaling \$73,407.02.

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On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, the Check Register totaling \$73,407.02, was approved.

#### FIFTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – August 13, 2024 @ 2:00 p.m.

Ms. Giles stated the next scheduled meeting is the budget adoption meeting on August 13, 2024 at this location at 2:00 p.m.

#### SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Gowens, seconded by Mr. Summerset, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman



#### **RESOLUTION 2024-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT ADOPTING SUSPENSION AND TERMINATION RULES; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Anabelle Island Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and which owns, operates, and maintains certain amenity facilities (collectively, "Amenity Facilities"); and

**WHEREAS**, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("Board") desires to adopt rules relating to the suspension and/or termination of patrons' rights to utilize the Amenity Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the Suspension and Termination of Privileges – Suspension and Termination of Access Rule ("Suspension and Termination Rules"), which are attached hereto as Exhibit A and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the fee schedule, attached hereto as **Exhibit B** and incorporated herein by this reference, for immediate use and application ("Fee Schedule"); and

WHEREAS, the Board finds that the Fee Schedule outlined in Exhibit B is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1.** The Suspension and Termination Rules set forth in **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*. The fees in **Exhibit A** are just and equitable and have

been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

**SECTION 2.** The Fee Schedule set forth in **Exhibit B** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Fee Schedule shall replace any other rates previously imposed by the District and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of August 2024.

ATTEST:		ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
Secretary/As	sistant Secretary	Chairman/Vice-Chairman, Board of Supervisors
Exhibit A: Exhibit B:	Suspension and Terms Fee Schedule	ination Rules

#### **EXHIBIT A:**

## SUSPENSION AND TERMINATION OF PRIVILEGES SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024) Effective Date: August 13, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 13, 2024 at a duly noticed public meeting, the Board of Supervisors ("Board") of the Anabelle Island Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

- 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 Center" 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 of Supervisors ("Board") and District 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 being alleged, in good faith, to have committed a crime on 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.

Permanent 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. Suspension Procedures.

- a. *Immediate Suspension*. The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. *Notice of 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, such person shall be entitled to a hearing 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 person subject to the suspension.
- 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 circumstances, 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 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 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.

# EXHIBIT B: Fee Schedule

Туре	RATE
Annual User Fee	\$2,000 - \$4,000
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00



# ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

**AMENITY POLICIES AND RATES**Adopted August 13, 2024<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2023); In accordance with Chapter 190 of the Florida Statutes, and on August 13, 2024, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Anabelle Island Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

#### **DEFINITIONS**

- "Amenities" or "Amenity Facilities"— means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, multi-purpose field, and playground, together with their appurtenant facilities and areas.
- "Amenity Policies" or "Policies" and "Amenity Rates" means these Amenity Policies and Rates of the Anabelle Island 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" means the District Manager or that person or firm so designated by the District's Board of Supervisors, including their employees.
- "Amenity Rates" means those rates and fees established by the Board of Supervisors of the Anabelle Island Community Development District as provided in Exhibit A attached hereto.
- "Access Card" means 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"** means the Board of Supervisors of the Anabelle Island Community Development District.
- "District" means the Anabelle Island Community Development District.
- "District Staff" means the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.
- "Guest" means 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" means 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" means a residential unit or a group of individuals residing within a Patron's home. *This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.* Upon the 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" shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.
- "Non-Resident" means any person who does not own property within the District.
- "Non-Resident Patron" means 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" means 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" – means Residents and Non-Resident Patrons.

"Renter" – means 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" – means 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 or supervision with respect to the use of the Amenities, and there are inherent risks in the use of the Amenities e.g., use may result in serious bodily injury or even death. Patrons are responsible for their actions and those of their guests. Parents and legal guardians are responsible for their minor children who use the Amenities and will be held accountable for their actions.
- (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 each Household shall 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 on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, 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 after 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 the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased 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. Patrons are responsible for notifying the District immediately if a fob is lost or stolen. The lost or stolen card shall be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

#### 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 and Guests 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 or 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, playground, 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. The possession and use of firearms shall be in strict accordance with Florida Law.
  - (i) Equipment. All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) Littering. Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
  - **(k) Bounce Houses and Other Structures.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability

- insurance acceptable to the District shall also be required.
- (l) Excessive Noise. Excessive noise that will disturb other Patrons and Guests 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 or Guests. 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 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.
- **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 absent express permission by the District subject to the provisions herein. 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, pools, multi-purpose fields, playground area, lakes and ponds; with the exception of the Dog Park. 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. Non-swimming children should have adult supervision with them and within arm's reach. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around 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. Even proficient swimmers could find themselves at risk, the District recommends Patrons not swim alone.
- (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, or who are experiencing diarrhea 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.
- (7) Conduct. No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed. Conduct that prevents the District from fostering a familial environment at the pool amenity facilities is prohibited.
- **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 Clay 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 Center must first be approved by the District.

#### MULTI-PURPOSE FIELD POLICIES

Please note that the Multi-Purpose Field is an unattended facility and persons using the Multi-Purpose Field do so at their own risk.

- (1) Hours. The Multi-Purpose Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.
- **Eligible Users.** Patrons and guests thirteen (13) years of age and older are permitted to use the Multi-Purpose Field. Children under thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field. Patrons may be accompanied by up to five (5) guests.
- (3) Emergencies. For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at (904) 940-5850.
- (4) **Reservations**. This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.
- (5) General Policies.
  - (a) The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
  - (b) Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.
  - (c) Alcoholic beverages, glass containers and other breakable items are prohibited.

- (d) The use of profanity or disruptive behavior is prohibited.
- (e) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
- (f) Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.
- (g) Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

#### 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 closed-toe footwear is required and no loose clothing, especially with strings, should be worn. No bathing suits are permitted.
- (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.
- **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.
- (8) First-Come, First Served. The playground is available on a first-come, first-served basis. Play is limited to one (1) hour if the playground is at full occupancy and other Patrons are waiting.
- (9) **Prohibited Equipment.** Bicycles, scooters, skateboards, rollerblades, or other similar equipment are not permitted on the playground.

#### DOG PARK POLICIES

- (1) Use. Patrons shall use the Dog Park at their own risk and must comply with all posted signage. Patrons are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the Dog Park. The District is not responsible for injuries to visiting dogs, their owners, or others using the Dog Park.
- (2) Hours of Operation. The Dog Park may be used from sunrise until sunset.
- (3) Supervision. Minors under fourteen (14) years of age present at the Dog Park must be accompanied and supervised by an adult at least eighteen (18) years of age at all times. Dogs must be off leash when inside the park. Dogs should be under voice control and continuously supervised with a leash readily available if necessary. Dogs must be leashed while entering or exiting the Dog Park. No more than three (3) dogs are permitted per handler.
- (4) Reservations not Permitted. The Dog Park is available to all Patrons on a first-come, first-served basis and cannot be reserved for exclusive use. Play shall be limited to one (1) hour if the Dog Park is at full occupancy and other Patrons are waiting for entry.
- (5) Attire. Proper footwear and clothing should be worn while inside Dog Park.
- **(6) Food and Toys Prohibited.** Any type of food, including dog food and treats, is prohibited at the Dog Park. Dog toys and bones are not permitted inside the Dog Park.
- (7) **Vaccinations.** Dogs must wear county-issued tags for vaccinations, including, but not limited to, rabies vaccination as required by law in Florida.
- (8) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted in the Dog Park.
- (9) Clean Up. Patrons are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).

#### 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 of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying to the District Lakes 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 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 Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, 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 Lake environment.
- (9) Easements through resident 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 Lakes; 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 conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

#### SUSPENSION AND TERMINATION OF PRIVILEGES

#### SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2023) Effective Date: August 13, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 13, 2024 at a duly noticed public meeting, the Board of Supervisors ("Board") of the Anabelle Island Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

- 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 Center" 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 of Supervisors ("Board") and District 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 being alleged, in good faith, to have committed a crime on 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.

Permanent 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. Suspension Procedures.

- a. *Immediate Suspension*. The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. *Notice of 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, such person shall be entitled to a hearing 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 person subject to the suspension.

- 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 circumstances, 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 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 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, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest 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" means 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 District's sovereign immunity or limited waiver of 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 Au	gust 13, 2024 by the Board of Supervisors
for the Anabelle Island Community	Development District, at a dul	y noticed public hearing and meeting.

Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A:

**Exhibit B:** 

Amenity Rates Amenity Access Registration Form Assignment of Amenity Rights and Privileges **Exhibit C:** 

# EXHIBIT A AMENITY RATES

Түре	RATE
Annual User Fee	\$3,500.00
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00

# EXHIBIT B AMENITIES ACCESS REGISTRATION FORM

# ANABELLE ISLAND 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:	
District ("District") for various purposes. I also under records laws. I also understand that I am financially a damages resulting from the loss or theft of my or my for the District and are non-transferable except in acceplacement will be at an applicable Replacement Accepuses into the facilities owned and operated by the District's into the facilities owned and operated by the District's Amenity Policies and Rates), as well while	ested above and that it may be used by the Anabelle Island Community Development restand that by providing this information that it may be accessed under public responsible for any damage caused by me, my family members or my guests and the amily members' Access Card(s). It is understood that Access Cards are the property cordance with the District's rules, policies and/or regulations, and any necessary rest Card fee. In consideration for the admittance of the above listed persons and their trict, I agree to hold harmless and release the District, its supervisors, agents, officers, ality for any injuries that might occur, whether such occurrence happens wholly or in conjunction with the use of any of the District's Amenity Facilities (as defined in the on the District's property. Nothing herein shall be considered as a waiver of the rond any statutory limited waiver of immunity or limits of liability which may have .28 Florida Statutes or other statute.
Signature of Patron (Parent or Legal Guardian if Minor	Date
AFFIDAVIT OF RESIDENCY: (REQUIRED IF L	EGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)
that such address is located within the Anabelle Island affidavit may subject me to penalties for making a falso the foregoing and the facts alleged are true and correct	fide residence for all residents listed in this Amenities Access Registration Form and Community Development District. I acknowledge that a false statement in this e statement pursuant to Section 837.06, <i>Florida Statutes</i> . I declare that I have read to the best of my knowledge and belief.
Signature of Patron State of Florida County of	
	of $\square$ physical presence or $\square$ online notarization this day of, 20, vn 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 term Island Community Development District.	ns in the Amenity Policies and Rates of the Anabelle
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	es regarding guests.
PLEASE RETURN THIS FORM TO: Anabelle Island Community Development District c/o GOVERNMENTAL MANAGEMENT SERVICES, L.L.C. 475 West Town Place, Suite 114 St. Augustine, FL 32092 Office: (904) 940-5850 x412 Email: mgiles@gmsnf.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: Tenant/Renter:	

# EXHIBIT C ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

#### ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: This form must be completed in its entirety and returned to the Front Desk in order for amenity access privileges to be granted to any tenant. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the Owners' names for this purpose. Upon acceptance of this properly completed document, any amenity access cards previously issued to the owner and their family members will be deactivated and listed tenants become eligible to apply for amenity access cards for the designated lease period. A fee of \$25.00 per amenity access card issued is payable by cash or check at the time a card is issued.

Agreem	ent made this date between the or	wners of the property located at:						
	(date of this agreement), Green Cove Springs	e FI						
(proper	ty address)	5, 1 L						
1.		. If length of tenancy is month to month or of an indefi	nite duration,					
2.	Owners wish to transfer the rights and privileges to the use an	d enjoyment of the amenities within the District to Tenants.						
3.	Upon this transfer, Owners acknowledge their amenity access	cards will be deactivated as of the date of such transfer.						
4.		eir amenity access cards from the District and that Tenants have rec ent District Amenity Policies and Rates, to which they agree to follow						
5.	Owners acknowledge that nothing in this assignment has any Anabelle Island Community Development District fees and spe	effect on their responsibilities as the Owners of the Property to time ecial assessments.	ly pay all					
6.		ty access cards will be deactivated as of the date their tenancy ends acknowledge that their amenity access cards will be deactivated afte Dwners.						
7.	Owners and Tenants acknowledge that this document is subje	ect to public review under Chapter, 119, Florida's Public Records La	ws.					
	ALL OWNER	RS MUST SIGN BELOW						
	Owner Signature (required)	Witness Signature (required)						

(Additional Owners continue on separate page)



A.

Community Development District

Approved Budget FY 2025

Presented by:



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1-2	General Fund
3-5	Narratives
6	Debt Service Fund Series 2022
7	Amortization Schedule Series 2022
8	Assessment Schedule

### **Community Development District**

#### Approved Budget General Fund

	Adopted Budget	A	ctuals Thru	Pr	ojected Next		approved Budget
Description	FY2024		6/30/24		3 Months	9/30/24	FY 2025
REVENUES:							
Special Assessments	\$ 210,269	\$	210,662	\$	-	\$ 210,662	\$ 210,269
Developer Contribution	187,708		-		115,103	115,103	198,281
Interest income	-		1,926		150	2,076	-
TOTAL REVENUES	\$ 397,977	\$	212,588	\$	115,253	\$ 327,842	\$ 408,550
EXPENDITURES:							
<u>Administrative</u>							
Supervisors Fees	\$ 12,000	\$	200	\$	2,000	\$ 2,200	\$ 6,000
FICA Taxes	918		15		153	168	454
Engineering	5,000		-		2,500	2,500	5,000
Attorney	15,000		7,637		7,363	15,000	15,000
Arbitrage Rebate	700		-		700	700	700
Assessment Roll Administration	5,300		5,300		-	5,300	5,618
Dissemination Agent	3,710		2,783		927	3,710	3,933
Annual Audit	5,600		5,600		-	5,600	5,700
Trustee Fees	6,500		4,353		2,147	6,500	6,500
Management Fees	50,085		37,564		12,521	50,085	53,090
Website Maintenance	1,200		900		300	1,200	1,200
Information Technology	1,800		1,350		450	1,800	1,800
Telephone	300		10		290	300	300
Postage	2,500		91		200	291	500
Insurance General Liability	5,913		5,590		-	5,590	6,149
Printing	2,500		198		302	500	500
Legal Advertising	2,500		-		1,500	1,500	2,500
Other Current Charges	700		62		638	700	700
Office Supplies	100		1		99	100	100
Dues, Licenses & Subscriptions	175		175		-	175	175
TOTAL ADMINISTRATIVE	\$ 122,501	\$	71,828	\$	32,091	\$ 103,919	\$ 115,918
Operations & Maintenance							
Ground Maintenance							
Electric	\$ 1,500	\$	-	\$	1,500	\$ 1,500	\$ 1,500
Water & Sewer/Irrigation	30,000		7,536		6,964	14,500	23,000
Repairs & Maintenance	5,000		-		5,000	5,000	5,000
Landscape - Contract	97,476		41,880		55,596	97,476	118,520
Landscape - Contingency	20,000		11,042		10,000	21,042	20,000
Lake Maintenance	10,000		2,760		4,600	7,360	11,040
Irrigation Repairs	5,000		3,567		1,433	5,000	10,000
TOTAL GROUND MAINTENANCE	\$ 168,976	\$	66,784	\$	85,094	\$ 151,878	\$ 189,060

#### **Community Development District**

#### Approved Budget General Fund

Description	Adopted Budget FY2024	tuals Thru 6/30/24	ojected Next 3 Months	jected Thru 9/30/24	Approved Budget FY 2025
Amenity Center					
Insurance	\$ 5,000	\$ 4,045	\$ -	\$ 4,045	\$ 4,571
Internet	3,000	-	1,500	1,500	2,000
Electric	16,000	-	5,000	5,000	16,000
Water/Irrigation	15,000	-	7,500	7,500	15,000
Refuse Service	2,500	-	1,000	1,000	1,000
Access Cards	2,500	-	2,500	2,500	2,500
Janitorial Maintenance	14,000	-	7,000	7,000	14,000
Janitorial Supplies	4,000	-	4,000	4,000	4,000
Pool Maintenance	15,000	-	15,000	15,000	15,000
Pool Chemicals	10,000	-	10,000	10,000	10,000
Pool Permit	500	-	500	500	500
Facility Maintenance	7,500	417	7,083	7,500	7,500
Repairs & Maintenance	10,000	-	5,000	5,000	10,000
Office Supplies	200	-	200	200	200
ASCAP/BMI License Fees	500	-	500	500	500
Pest Control	800	-	800	800	800
TOTAL AMENITY CENTER	\$ 106,500	\$ 4,462	\$ 67,583	\$ 72,045	\$ 103,571
TOTAL EXPENDITURES	\$ 397,977	\$ 143,074	\$ 184,768	\$ 327,842	\$ 408,550
Other Sources/(Uses)					
Interlocal Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 69,514	\$ (69,514)	\$ -	\$ -

#### **Community Development District**

#### **Budget Narrative**

Fiscal Year 2025

#### REVENUES

#### **Special Assessments**

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year. The assessments will be collected by the Clay County Tax Collectors Office.

#### **Developer Contribution**

The District will collect from Developer for unplated lot of the district.

**Expenditures - Administrative** 

#### **Supervisors Fees**

Chapter 190, The Florida Statutes, allows each Board member to receive \$200 per meeting not to exceed \$4,800 per year per supervisor for the time devoted to District business and meetings.

#### FICA Taxes

Represents the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisors checks.

#### Engineering

The District will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices, etc.

#### Attornev

The District's legal counsel, Kilinski Van Wyk, PLLC will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

#### **Arbitrage Rebate**

The District is required to annually have an arbitrage rebate calculation on the District's Series Special Assessment Revenue Bonds.

#### **Assessment Roll Administration**

The District has contracted with Governmental Management Services, LLC for the certification and collection of the District's annual maintenance and debt service assessments. Assessments on platted lots are collected by agreement with Clay County while unplatted assessments maybe collected directly by District and/or by County Tax Collector.

#### **Dissemination Agent**

The District has contracted with GMS, LLC to act as the Dissemination Agent for the District to prepare the Annual Disclosure Report required by the Security and Exchange Commission in order to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

#### Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm Grau and Associates. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

#### **Trustee Fees**

The District bonds will be held and administered by a US Bank Trustee. This represents the trustee annual fee.

#### **Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

#### **Information Technology**

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### **Community Development District**

#### **Budget Narrative**

Fiscal Year 2025

#### **Expenditures - Administrative (continued)**

#### Telephone

New internet and Wi-Fi service for Office.

#### Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks, budgest, audit reports and other correspondence.

#### **Insurance General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium.

#### **Printing**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

#### **Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

#### **Other Current Charges**

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

#### Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

#### Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

#### **Expenditures - Ground Maintenance**

#### Electric

Estimated costs for electric billed to the District by utility company.

#### Water & Sewer/Irrigation

Cost of reclaimed irrigation service from Clay County Utility Authority used by the district. The District has the following meters:

Location	Meter#	M	Monthly		Annual
2719 Windsor Lake	A00052464	\$	218	\$	2,621
2946 Windsor Lakes Way	A00052466		852		10,228
2750 Windsor Lakes Way	A00052463		246		2,952
2997 Monroe Lakes Terrace			250		3,000
2523 Block Island Parkway			250		3,000
Contingency			100		1,200
	Total	\$	1.917	\$	23.000

#### Repairs & Maintenance

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

#### Landscape - Contract

The District is contracted with a United Land Services to maintain the common areas of the District, tree removals, tree trimmings, additional mulching and new projects and replacements.

Service	M	onthly	Annual			
Phase I A	\$	3,013	\$ 36,156			
Phase IB		4,173	50,076			
Amenity Center		1,184	14,208			
Mulch			18,080			
Total	\$	8,370	\$ 118,520			

#### Landscape - Contingency

Estimated costs for other landscape maintenance incurred by the District.

#### **Community Development District**

#### **Budget Narrative**

Fiscal Year 2025

#### **Expenditures - Ground Maintenance (continued)**

#### Lake Maintenance

The District is under contract with The Lake Doctors, Inc. for the maintenance of the 12 ponds at the District.

#### **Irrigation Repairs**

Estimated miscellaneous irrigation maintenance and repair costs.

**Expenditures - Amenity Center** 

#### Insurance

The District's property Insurance policy is with Florida Insurance Alliance, FIA specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity Center.

#### Internet

Estimated costs for Internet in the Amenity Center.

#### Electric

Estimated costs for electric billed to the District by utility company.

#### Water/Irrigation

Estimated costs for irrigation by the district for water, sewer and irrigation.

#### **Refuse Service**

Estimated cost for refuse removal service.

#### **Access Cards**

Entry cards are issued to all CDD residents for facility access.

#### Janitorial Maintenance

Estimated costs for janitorial services for the Amenity Center.

#### **Janitorial Supplies**

Estimated costs for janitorial for janitorial supplies for Amenity Center.

#### **Pool Maintenance**

Estimated cost to maintain the Amenity swimming pools.

#### **Pool Chemicals**

The District will contract with local company to provide chemicals necessary for the maintenance of the Amenity Center swimming pool.

#### **Pool Permit**

Represents Permit Fees paid to the Department of Health for the swimming pool.

#### **Facility Maintenance**

The district has contracted with GMS LLC for the administration of maintenance contracts for swimming pools, landscapes, and lakes, as well as for reservation services for district facilities and maintenance of the recreation access system.

#### Repairs & Maintenance

 $Any\ costs\ related\ to\ miscellaneous\ repairs\ and\ maintenance\ that\ occur\ during\ the\ fiscal\ year.$ 

#### Office Supplies

Office supplies for the Amenity Center.

#### ASCAP/BMI License Fees

Represent estimated costs for music licenses for Amenity Center.

#### **Pest Control**

The estimated costs for monthly pest control services.

### **Community Development District**

### **Approved Budget**

Debt Service Series 2022 Special Assessment Revenue Bonds

		Adopted Budget				Projected Next		Projected Thru		Approved Budget	
Description		FY2024		6/30/24		3 Months		9/30/24		FY 2025	
REVENUES:											
Special Assessments	\$	346,815	\$	347,333	\$	-	\$	346,841	\$	346,815	
Interest Earnings		500		11,201		1,000		12,201		2,000	
Carry Forward Surplus <sup>(1)</sup>		111,555		119,458		-		119,458		134,265	
TOTAL REVENUES	\$	458,870	\$	477,992	\$	1,000	\$	478,500	\$	483,079	
EXPENDITURES:											
Interest Expense 11/1	\$	109,618	\$	109,618	\$	-	\$	109,618	\$	107,930	
Interest Expense 5/1		109,618		109,618		-		109,618		107,930	
Principal Expense 5/1		125,000		125,000		-		125,000		130,000	
TOTAL EXPENDITURES	\$	344,235	\$	344,235	\$	-	\$	344,235	\$	345,860	
Other Sources/(Uses)											
Interfund transfer In/(Out)	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL OTHER SOURCES/(USES)	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL EXPENDITURES	\$	344,235	\$	344,235	\$	-	\$	344,235	\$	345,860	
EXCESS REVENUES (EXPENDITURES)	\$	114,635	\$	133,757	\$	1,000	\$	134,265	\$	137,219	
<sup>(1)</sup> Carry Forward is Net of Reserve Requ	ireme	nt				Interest D	ue 1	1/1/25	\$	106,175	

### **Community Development District**

#### AMORTIZATION SCHEDULE

Debt Service Series 2022 Special Assessment Revenue Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/24	\$ 5,940,000	2.700% \$	- ;	\$ 107,930	
05/01/25	5,940,000	2.700%	130,000	107,930	345,860.00
11/01/25	5,810,000	2.700%		106,175	
05/01/26	5,810,000	2.700%	135,000	106,175	347,350.00
11/01/26	5,675,000	2.700%		104,353	
05/01/27	5,675,000	2.700%	140,000	104,353	348,705.00
11/01/27	5,535,000	2.700%		102,463	
05/01/28	5,535,000	3.100%	140,000	102,463	344,925.00
11/01/28	5,395,000	3.100%		100,293	
05/01/29	5,395,000	3.100%	145,000	100,293	345,585.00
11/01/29	5,250,000	3.100%	450,000	98,045	246,000,00
05/01/30	5,250,000	3.100%	150,000	98,045	346,090.00
11/01/30	5,100,000	3.100%	155,000	95,720	246 440 00
05/01/31	5,100,000	3.100% 3.100%	155,000	95,720	346,440.00
11/01/31	4,945,000		160,000	93,318	246 625 00
05/01/32 11/01/32	4,945,000	3.100% 3.100%	160,000	93,318 90,838	346,635.00
05/01/33	4,785,000 4,785,000	3.500%	165,000	90,838	346,675.00
11/01/33	4,620,000	3.500%	103,000	87,950	340,073.00
05/01/34	4,620,000	3.500%	170,000	87,950 87,950	345,900.00
11/01/34	4,450,000	3.500%	170,000	84,975	343,700.00
05/01/35	4,450,000	3.500%	180,000	84,975	349,950.00
11/01/35	4,270,000	3.500%	100,000	81,825	347,730.00
05/01/36	4,270,000	3.500%	185,000	81,825	348,650.00
11/01/36	4,085,000	3.500%	100,000	78,588	5 10,000.00
05/01/37	4,085,000	3.500%	190,000	78,588	347,175.00
11/01/37	3,895,000	3.500%	170,000	75,263	017,170.00
05/01/38	3,895,000	3.500%	195,000	75,263	345,525.00
11/01/38	3,700,000	3.500%	,	71,850	,
05/01/39	3,700,000	3.500%	205,000	71,850	348,700.00
11/01/39	3,495,000	3.500%		68,263	
05/01/40	3,495,000	3.500%	210,000	68,263	346,525.00
11/01/40	3,285,000	3.500%		64,588	
05/01/41	3,285,000	3.500%	220,000	64,588	349,175.00
11/01/41	3,065,000	3.500%		60,738	
05/01/42	3,065,000	3.500%	225,000	60,738	346,475.00
11/01/42	2,840,000	3.500%		56,800	
05/01/43	2,840,000	4.000%	235,000	56,800	348,600.00
11/01/43	2,605,000	4.000%		52,100	
05/01/44	2,605,000	4.000%	245,000	52,100	349,200.00
11/01/44	2,360,000	4.000%		47,200	
05/01/45	2,360,000	4.000%	255,000	47,200	349,400.00
11/01/45	2,105,000	4.000%		42,100	
05/01/46	2,105,000	4.000%	265,000	42,100	349,200.00
11/01/46	1,840,000	4.000%	255 000	36,800	240 (00 00
05/01/47	1,840,000	4.000%	275,000	36,800	348,600.00
11/01/47	1,565,000	4.000%	200.000	31,300	252 (00.00
05/01/48	1,565,000	4.000%	290,000	31,300	352,600.00
11/01/48	1,275,000	4.000% 4.000%	200 000	25,500	351,000.00
05/01/49 11/01/49	1,275,000 975,000	4.000%	300,000	25,500 19,500	331,000.00
05/01/50	975,000 975,000	4.000%	310,000	19,500 19,500	349,000.00
11/01/50	975,000 665,000	4.000%	310,000	13,300	347,000.00
05/01/51	665,000	4.000%	325,000	13,300	351,600.00
11/01/51	340,000	4.000%	323,000	6,800	331,000.00
05/01/52	340,000	4.000%	340,000	6,800	353,600.00
Total		\$	5,940,000	\$ 3,809,140	\$ 9,749,140
10441		Ą	5,710,000	, 0,007,170 i	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

#### **Community Development District**

## Non-Ad Valorem Assessments Comparison 2024-2025

Neighborhood	0&M Units	Bonds 2022 Units	Annual Maintenance Assessments		Annual Debt Assessments		Total Assessed Per Unit				
			FY 2025	FY2024	Increase/ (decrease)	FY 2025	FY2024	Increase/ (decrease)	FY 2025	FY2024	Increase/ (decrease)
40' 50'	75 136	75 136	\$800.00 \$800.00	\$800.00 \$800.00	\$0.00 \$0.00	\$999.87 \$999.87	\$999.87 \$999.87	\$0.00 \$0.00	\$1,799.87 \$1,799.87	\$1,799.87 \$1,799.87	\$0.00 \$0.00
Direct Bill - Unplatted	158	158	\$326.56	\$326.56	\$0.00	\$939.88	\$939.88	\$0.00	\$1,266.44	\$1,266.44	\$0.00
Total	369	369									
40' 50' Direct Bill - Unplatted	75 136 158	75 136 158	\$60,000.00 \$108,800.00 \$51,596.63	\$60,000.00 \$108,800.00 \$51,596.63	\$0.00 \$0.00 \$0.00	\$74,990.15 \$135,982.13 \$148,500.73	\$74,990.15 \$135,982.13 \$148,500.73	\$0.00 \$0.00 \$0.00	\$134,990.15 \$244,782.13 \$200,097.36	\$134,990.15 \$244,782.13 \$200,097.36	\$0.00 \$0.00 \$0.00
Total	369	369									
Gross Assessments Less: Discount	4.00%		\$168,800.00 \$6,752.00	\$168,800.00 \$6,752.00	\$0.00 \$0.00	\$210,972.28 \$8.438.89	\$210,972.28 \$8,438.89	\$0.00 \$0.00	\$379,772.28 \$15.190.89	\$379,772.28 \$15,190.89	\$0.00 \$0.00
Less: Commission fees	2.00%		\$3,376.00	\$3,376.00	\$0.00	\$4,219.45	\$4,219.45	\$0.00	\$7,595.45	\$7,595.45	\$0.00
Direct Bill - Unplatted			\$51,596.63	\$51,596.63	\$0.00	\$148,500.73	\$148,500.73	\$0.00	\$200,097.36	\$200,097.36	\$0.00
Net Assessments			\$210,268.63	\$210,268.63	\$0.00	\$346,814.67	\$346,814.67	\$0.00	\$557,083.30	\$557,083.30	\$0.00

*C*.

#### **RESOLUTION 2024-05**

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

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2024, submitted to the Board of Supervisors ("**Board**") of the Anabelle Island Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2025**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS,** Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT:

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida*

Statutes ("Adopted Budget"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Anabelle Island Community Development District for the Fiscal Year Ending September 30, 2025."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

#### SECTION 2. APPROPRIATIONS

sum of \$is deemed by the B	reby appropriated out of the rever to be raised by the levy oard to be necessary to defray all e and appropriated in the following	of assessments and expenditures of the I	or otherwise, which sum
TOTAL GI	ENERAL FUND	\$	
DEBT SER	RVICE FUND (SERIES 2022)	\$	
TOTAL AI	LL FUNDS	\$	

#### **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025 or within 60 days following the end of the Fiscal Year 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

#### PASSED AND ADOPTED THIS 13TH DAY OF AUGUST 2024.

ATTEST:	ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	By:
Secretary/Assistant Secretary	Its:

**Exhibit A:** Adopted Budget for Fiscal Year 2025



#### **RESOLUTION 2024-06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Anabelle Island Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Clay County, Florida ("County"); and

**WHEREAS,** the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"), attached hereto as Exhibit "A;" and

**WHEREAS,** the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS,** the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, the District has entered into a funding agreement for the purpose of funding a portion of its operations and maintenance budget for Fiscal Year 2024/2025; and

**WHEREAS,** Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS,** it is in the best interests of the District to proceed with the imposition of the special assessments for the remainder of the operations and maintenance expenditures in the amount set forth in the Adopted Budget; and

**WHEREAS,** the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2024/2025; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"),

and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit "B," and to certify the portion of the Assessment Roll related to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit "B"; and

**WHEREAS,** it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A"** and **"B,"** and is hereby found to be fair and reasonable.

**SECTION 2.** Assessment Imposition. Pursuant to Chapters 170, 190 and 197, Florida Statutes, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

#### SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments. The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B."
- B. **Direct Bill Assessments.** The previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A"** and **"B."** Assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than May 1, 2025. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment including any remaining partial, deferred payments for Fiscal Year 2024/2025, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant

to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4.** ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 13th day of August 2024.

ATTEST:	ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
Socretory / Assistant Socretory	Ву:
Secretary / Assistant Secretary	Its:

Exhibit A: Budget

**Exhibit B:** Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)



# FISCAL YEAR 2025 BUDGET DEFICIT FUNDING AGREEMENT BETWEEN ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT AND KB HOME JACKSONVILLE, LLC

THIS AGREEMENT (the "Agreement"), effective the 1st day of October 2024, by and between:

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida, with a mailing address of c/o Governmental Management Services, L.L.C., 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (hereinafter "District"), and

**KB HOME JACKSONVILLE LLC,** a Delaware limited liability company, with a local mailing address of 10475 Fortune Parkway, Suite 100, Jacksonville, FL 32256, and its successors and assigns (hereinafter "Landowner").

#### **RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; 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 has adopted its operations and maintenance ("O&M") budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025" and the budget relating thereto, the "2025 O&M Budget"), which budget commenced on October 1, 2024, and concludes on September 30, 2025, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Landowner is actively developing certain real property within the District and presently owns a portion of such real property identified in the District's Fiscal Year 2025 Assessment Roll (the "Assessment Roll"), appended to the attached Exhibit A and incorporated herein by reference, which real property is located entirely within the District and which real property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District (the "Property"); and

WHEREAS, following the adoption of the 2025 O&M Budget, the District has the option of levying non-ad valorem assessments on all land within its boundaries that will benefit from the activities, operations and services set forth in such budget and at the full amount of the budget (hereinafter referred to as the "O&M Assessment(s)"), or utilizing such other revenue sources as may be available to it; and

WHEREAS, the District is not able to predict with absolute certainty the amount of monies necessary to fund the operations and services set forth in the 2025 O&M Budget and believes that the O&M Assessments will be insufficient to cover the entire 2025 O&M Budget; and

WHEREAS, in contemplation of the foregoing, and in lieu of levying an increased amount in O&M Assessments on the Property to fund the full 2025 O&M Budget, the Landowner desires to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2025 (hereinafter referred to as the "O&M Budget Payment"), not otherwise funded by O&M Assessments levied upon benefited lands located within the District; and

WHEREAS, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit B**, and otherwise as provided herein.

**Now, Therefore**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

#### SECTION 2. PAYMENT OF DISTRICT'S 2025 O&M BUDGET.

Payment of O&M Budget Expenses. Upon the District Manager's written request, the Landowner agrees to make available to the District the monies necessary to fund all expenditures of the 2025 O&M Budget not otherwise funded through O&M Assessments levied upon benefited lands located within the District, on a continuing basis, within fifteen (15) days of written request by the District. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's 2025 O&M Budget or otherwise.

Consent to Funding of 2025 O&M Budget. The Landowner acknowledges and agrees that the O&M Budget Payment represents the funding of operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to the Property within the District in accordance with the District's assessment methodology. Landowner agrees to pay, or caused to be paid, the O&M Budget Payment regardless of whether Landowner owns the Property at the time of such payment subject to the terms set forth in Section 10 herein. Landowner agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

**SECTION 3. CONTINUING LIEN.** The District shall have the right to file a continuing lien upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees,

expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2025 O&M Budget" in the public records of Clay County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2025 O&M Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in Exhibit B after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

#### SECTION 4. ALTERNATIVE COLLECTION METHODS.

- i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Budget Payment(s) by action against the Landowner in the appropriate judicial forum in and for Clay County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- ii. The District hereby finds that the activities, operations and services funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property. The Landowner agrees that the activities, operations and services that will be funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Clay County property appraiser.

**SECTION 5. NOTICE.** All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail, return receipt, to the parties, as follows:

A. If to District: Anabelle Island Community Development District

c/o Governmental Management Service, LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092 Attn: District Manager mgiles@gmsnf.com

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32303 Attn: District Counsel jennifer@cddlawyers.com

B. If to Landowner: KB Home Jacksonville LLC

10475 Fortune Parkway, Suite 100

Jacksonville, Florida 32256

Attn: Lisa Bianchi lbianchi@kbhome.com

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

**SECTION 7. AUTHORITY.** 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 8. ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 9. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the matter described in Sections 3 and 4 above.

SECTION 10. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. 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. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, including the Property, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

**SECTION 11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Clay County, Florida.

**SECTION 12. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 13. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Landowner agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, Florida Statutes. Landowner acknowledges that the designated public records custodian for the District is Governmental Management Service, L.L.C. (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, Landowner shall (1) keep and maintain public records required by the District; (2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Landowner does not transfer the records to the Public Records Custodian of the District; and (4) upon completion of the contract, transfer to the District, at no cost, all public records in Landowner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Landowner, Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-5850, MGILES@GMSNF.COM, OR BY REGULAR MAIL AT

# GOVERNMENTAL MANAGEMENT SERVICE, LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092.

**SECTION 14. EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2024. The enforcement provisions of this Agreement shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

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

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

**KB HOME JACKSONVILLE LLC**, a Delaware limited liability company

Jim McDade, Executive Vice President

**EXHIBIT A:** 2025 O&M Budget & Assessment Roll

**EXHIBIT B:** Property Description

# EXHIBIT A 2025 O&M BUDGET & ASSESSMENT ROLL

#### EXHIBIT B PROPERTY DESCRIPTION

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

A PORTION OF BLOCKS 2, 3, 15, 16 AND 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF ALL PLATTED ROADS LIVING BETWEEN OR ADJACENT TO THE AFORESAD BLOCKS (SALD PORTION OF PLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1833, PAGE 1483, OF SAD PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIPTED AS FOLLOWS:

AFORESAID BLOCKS (SAID PORTION OF FLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1833, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF FLAM MOSES L LEVY (RANT, SECTION 9), TOWN THE PORTION OF THE NORTH-ASTERLY LINE OF LOT 9, SAID BLOCK 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTH-RESTERLY CONTROLLARY, ODSTROIT OF THE NORTH-BASTERLY LINE OF COUNTY, FLORIDA PARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTH-RESTERLY RIGHT-OF-WAY DEEP COUNTY ROAD NO. C-739-B, ALSO KNOWN AS SANDRIDGE ROAD (AN BO FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 735-90-B, ALSO KNOWN AS SANDRIDGE ROAD (AN BO FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY DEEP COUNTY ROAD NO. C-739-B, A DISTANCE OF 190.35 FEET; THENCE NORTH 66719-67 EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 538.26 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED NORTH-ASTERLY LINES OF THOSE LANDS DESCRIBED AND RECORDED NORTH-OF-WAY LINES OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 4773-70° EAST, ALONG LANDS AND LINES AN

CONTAINING: 164.13 ACRES, MORE OR LESS.

**EXHIBIT 2A** 

CDD LEGAL DESCRIPTION

February 1, 2021





#### Memorandum

To: Board of Supervisors

From: District Management

**Date**: July 17<sup>th</sup>, 2024

**RE**: HB7013 – Special Districts Performance Measures and Standards

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

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

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

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

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

**Exhibit A:**Goals, Objectives and Annual Reporting Form



# Anabelle Island Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 - September 30, 2025

### 1. Community Communication and Engagement

#### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes □ No □

### **Goal 1.2: Notice of Meetings Compliance**

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

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

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

Achieved: Yes □ No □

#### **Goal 1.3: Access to Records Compliance**

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

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

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

Achieved: Yes □ No □

#### 2. Infrastructure and Facilities Maintenance

#### Goal 2.1: Field Management and/or District Management Site Inspections

**Objective:** Field Manager and/or District Manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field Manager and/or District Manager visits were successfully completed per management agreement as evidenced by Field Manager and/or District Manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes □ No □

### 3. Financial Transparency and Accountability

### **Goal 3.1: Annual Budget Preparation**

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

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

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

Achieved: Yes □ No □

#### **Goal 3.2: Financial Reports**

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

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

**Standard:** CDD website contains 100% of the following information: Most recent Annual Audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes □ No □

#### Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes □ No □

Chair/Vice Chair: Print Name: Anabelle Island Community Development District	Date:	
District Manager:	Date:	
Print Name: Anabelle Island Community Development District	<u> </u>	



A.







"Don't Get Pest Off"

### **SERVICE AGREEMENT**

Name: <u>Annabelle Island/ Riverside Management Services, Inc.</u>
Address: <u>2403 Dallas Creek Ln. Green Cove Springs, FL 32043</u>

Phone Number: 904-531-9238

Po □One-Time □Weekly □Mon ☑General Pest □ Rodent Exclusion/ ☑Wasp/Hornet Service ☑ Ants ☑Spid	Removal □Flea/Tick ☑Fire	nth 区 Quarterly □ Annually  Ant Control □German Roaches
La	wn Control Servic	es
□ One-Time □Monthly □Bi-N	onthly □Quarterly □Aı	nnuallv □Other
St. Augustine   Bahia   Zoiysia	•	
<ul><li>□ Centipede □ Other</li><li>□ Flea/Tick □ Weed Control- □ Insection</li></ul>	ido - Foutilion - Francisido	- Fine Auto
□ Flea/Tick □ Weed Control-□ Insection □ Other □ □	ide   Fertilizer   Fungicide	□ FIFE ARTS
□One-Time □Weekly □Mon □Fertilizer □Insecticide □Landscap		nually □Other
Comments: \$190.00 per Quar	ter for \$760 00 Annually	v w/4 Services a Vear
<del>-</del>		Spiders included as target pest.
<u>- Schera Test Con</u>	ioi w wasp, Homeis ee	spicers meracea as anger pesa.
□Cash □Check#	□Debit Card	□Credit Card(No Rewards cards)
Card #	Exp	3 Digit Code
Billing Address		_cityzip
Amount \$ <u>760.00</u> Tax <u>\$0.</u>	00Total Paid	Confirm#

Signature acknowledges acceptance of all the above. The purpose of this Agreement is to provide our customer with the best possible results, services performed on a regular basis will provide the best results. You may cancel service at any time 15 DAYS prior to your next scheduled service.

Signature:	Date:	

Orange Environmental Services:

Our Name May Be Orange, But We Think Green

### **LAWN AND PEST PREVENTION SERVICE AGREEMENT**

**525 Blanding Blvd** Orange Park, Florida 32073 Orangeenvironmental.net

Rev Jan. 26, 2023

**Orange Environmental Services** (904) 272-DBUG (3284) Fax (904) 272-5439



	_		PROTECTION PLAN	OBELIA		OTFOTION
DATE 7/2/2024	ACCOUNT # 117945	PICTURES	Our Home May Se Orange, Set 307 Think Green	UKANG	SHIELD PR	UTECTION
CALL FIRST	ROUTE 18 LAWN :	SQ.FTṇ/a	SHRUB SQ	.FT.n/a	TURF TYPE.St	Aug 1 2 3 4
Name RIVERSIDE MGM	T SERVICE ANNABELL	E ISLAND Em	ail RHMANA	AGER@RIVERS	DEMGTSVC.COM	
Service Address 24	403 DALLAS CREEK	Billing Address S	AME		A	
LI Gi	N REEN COVE SPRINGS,				beautif	CONTRACTOR OF THE PARTY OF THE SECOND
004 229 572	FL 32043	CAME			happer	in said to the
Phone 904-338-572	3	Phone SAME				y itself.
	Y PEST PREVENTION ITER ANTS, ROACHES, SPIDERS, SIL	VERFISH, FLEAS / TICKS AND (	OCCCASIONAL IN	NVADERS.	\$ 195/QTRL	Y MONTHLY
LAWN AERATIO	ON				<u>\$</u>	MONTHLY
ORANGE SHIELD T	URF PROTECTION	SERVICED AI	PPROXIMA	ATELY EVER	RY EIGHT WEEK	KS.
Service includes: Insect C	Control, Disease Control, We	eed Control, Nutrition Pr	ogram. (Not	Guaranteed to C	ontrol Ants or Fleas a	and Ticks.)
<u>\$</u> PE	ER MONTH					
HYDRETAIN WATE	R MANAGEMENT	SERVICED AI	PPROXIMA	ATELY EVER	RY EIGHT WEEK	XS.
<u>\$</u> P	ER MONTH					
ORANGE SHIELD S	HRUB PROTECTION	3 APPLICATIONS	PER YEA	R, SERVICEI	SPRING, SUMM	MER AND FALL
Service includes: Fertiliza	tion and Control of Damagi	ng Insects. Ornamentals	Will be Inspe	ected and Treated	d as Needed With Eve	ery Service Trip.
\$ PER	MONTH					
ORANGE SHIELD L	AWN MAINTENANCI	Ε.				
	Edging, String Trimming and R VISIT	l Blowing. \$	PER M	<u> 10NTH</u>		
	Edging, String Trimming, E R VISIT	Blowing, Trimming Shru \$		taining Beds. <b>IONTH</b>		
	r <mark>Services</mark> ; Quarterly F bathrooms.	Always treat/knd	ock down	spider webs	. wasp nest an	d mud
Service Period: This agree terminated by either party	daubers. Ar ment shall continuo instill Any and all warranties cea	Webendefforher has se with the termination of	<del>। beas, p</del> /क्षेत्रहर्भकार्यः f of the Agreen	for (12) months, nent.	and shall continue the	ereafter until
<u>Terms:</u> The purchaser here Payments are due within 1	eby agrees to pay the Compa	any <u>\$ 195/quarter</u>	ly		for the se	rvices listed above.
Fuel Surcharge: A \$5.00 f	uel surcharge will be added y authorize electronic billin	to each monthly paymeng and text communication	nt. on at the abov	re email address a	and phone number.	Initial
for the purpose of minimizing any	ny agrees to make upon request by present or future damage to the abother infestation during the life of the	ove described lawn, but under r	o conditions wil	I the Company be resp	ponsible for damage to the a	above described lawn as
	es: It is of the utmost importance					
Newly Installed Sod: Orange En	ns. Some applications also require nvironmental Services will not tre	at any newly installed sod wit	hin the first four	r weeks of the install	for insect control, disease	e control or nutrition.
Services will not be responsible for	sod within the first six weeks of the or any damage caused to the sod. Or	range Environmental Services v	vill make the dete	ermination of when th	ne sod is ready to be treated.	
	SERVICES, INC. is not responsible to provide guidance to OES as to w			on, electrical of any of	mer nems mai cannot de sec	en at the time of service. It
	athly Payment is based on the you wish to cancel this serv					
		- *				
Customer Signatur	·a.					
Justomer Signatul	U	1/2112 ama				





### QUOTE

To: Aaron O'Reilly

Cell:

Email:acoreilly@kbhome.com

**Project Description / Location:**Anabelle Island phase A mailbox shade

Project # Anabelle Amenity

Plans Dated: NO PLANS PROVIDED

Issued By: Kirsty Martin

Office: (904) 292-9505

Job No: Q24-142

#### Scope: labor and material

#### Provide labor and equipment to:

provide and install 24'x7' shade structure with fabric covering- color selection tbd with (4) support legs attached to footers quote does not include a 2" pump to place concrete- additional charged will incur if needed quote includes short load concrete charge

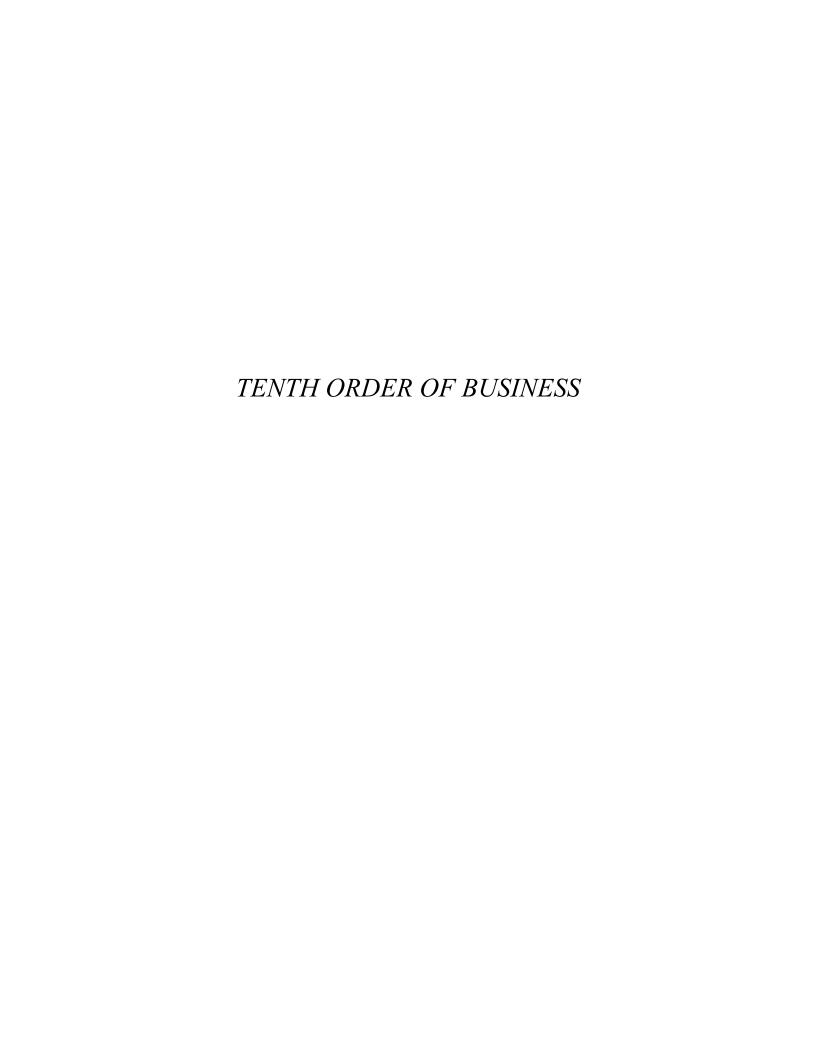
Exclusions - anything not listed in the above scope of work

#### Please note:

RGM is not responsible for utilities, unground cables, irrigation, surrounding landscape, surrounding area, asphalt, screen, pavers, upkeep of patches, or owner possesions.

#### **QUOTE IS VALID FOR 14 DAYS. PAYMENT IS DUE UPON COMPLETION**

		Quoted Total	\$7,980.21
Contractor	RGM Construction, Inc.	Customer	Aaron O'Reilly
Print Name	Kirsty Martin	Printed Name	
		Signature	
Date	5/13/2024	Date	



*C*.

### BOARD OF SUPERVISORS MEETING DATES ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2023-2024

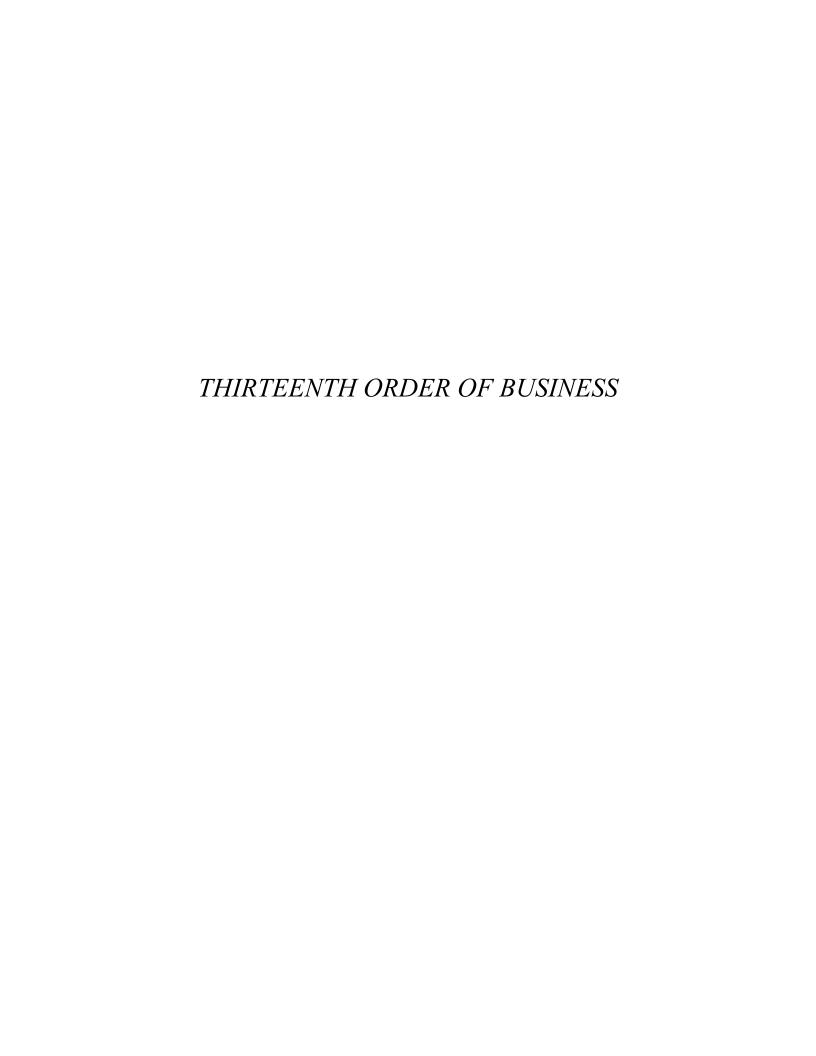
The Board of Supervisors of the Anabelle Island Community Development District will hold their regular meetings for Fiscal Year 2024-2025 at 2:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065 on the second Tuesday of each month as follows or otherwise noted:

October 8, 2024

November 5, 2024 Landowners' Election

November 19, 2024 December 10, 2024 January 14, 2025 February 11, 2025 March 11, 2025 April 8, 2025 May 13, 2025 June 10, 2025 July 8, 2025

August 12, 2025 September 9, 2025



Community Development District

Unaudited Financial Reporting June 30, 2024



### **Community Development District**

Combined Balance Sheet June 30, 2024

	(	General Fund	D	ebt Service Fund	Сар	ital Project Fund	Gover	Totals nmental Funds
Assets:								
Cash:								
Operating Account	\$	31,147	\$	-	\$	-	\$	31,147
Investments:								
Custody		60,992		-		-		60,992
Series 2022								
Reserve		-		173,408		-		173,408
Revenue		-		133,757		-		133,757
Construction		-		-		26,594		26,594
Prepaid Expenses		1,563		-		-		1,563
Deposits		250		-		-		250
Total Assets	\$	93,951	\$	307,165	\$	26,594	\$	427,709
Liabilities:								
Accounts Payable	\$	2,028	\$	-	\$	-	\$	2,028
Accrued Expenses		2,817		-		-		2,817
Total Liabilites	\$	4,845	\$		\$		\$	4,845
Fund Balance:								
Nonspendable:								
Prepaid Items	\$	1,563	\$	-	\$	-	\$	1,563
Deposits		250		-		-		250
Restricted for:								
Debt Service - Series		-		307,165		-		307,165
Capital Project - Series		-		-		26,594		26,594
Assigned for:								
Unassigned		87,293		-		-		87,293
<b>Total Fund Balances</b>	\$	89,106	\$	307,165	\$	26,594	\$	422,864
Total Liabilities & Fund Balance	\$	93,951	\$	307,165	\$	26,594	\$	427,709

### **Community Development District**

#### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted	Pror	Prorated Budget Ac		Actual		
	Budget		u 06/30/24	Thr	u 06/30/24	V	ariance
Revenues:							
The state of the s							
Special Assessments - Tax Roll	\$ 158,672	\$	158,672	\$	159,066	\$	394
Special Assessments - Direct Bill	51,597		51,597		51,597		-
Developer Contributions	187,708		-		-		-
Interest Income	-		-		1,926		1,926
Total Revenues	\$ 397,977	\$	210,269	\$	212,588	\$	2,320
expenditures:							
General & Administrative:							
Supervisors Fees	\$ 12,000	\$	9,000	\$	200	\$	8,800
FICA Taxes	918		689		15		673
Engineering	5,000		3,750		-		3,750
Attorney	15,000		11,250		7,637		3,613
Arbitrage	700		525		-		525
Assessment Roll	5,300		5,300		5,300		-
Dissemination Agent	3,710		2,783		2,783		(0)
Annual Audit	5,600		5,600		5,600		-
Trustee	6,500		6,500		4,353		2,147
Management Fees	50,085		37,564		37,564		-
Website Maintenance	1,200		900		900		-
nformation Technology	1,800		1,350		1,350		-
relephone .	300		225		10		215
Postage	2,500		1,875		91		1,784
nsurance	5,913		5,913		5,590		323
Printing	2,500		1,875		198		1,677
Legal Advertising	2,500		1,875		-		1,875
Other Current Charges	700		525		62		463
Office Supplies	100		75		1		74
Dues, Licenses & Subscriptions	175		175		175		-
otal General & Administrative	\$ 122,501	\$	97,748	\$	71,828	\$	25,919
Operations & Maintenance							
Ground Maintenance							
Electric	\$ 1,500	\$	1,125	\$	-	\$	1,125
Reclaimed Water	30,000		22,500		7,536		14,964
Repairs & Maintenance	5,000		3,750		-		3,750
Landscape - Contract	97,476		73,107		41,880		31,227
Landscape - Contingency	20,000		15,000		11,042		3,958
ake Maintenance	10,000		7,500		2,760		4,740
rrigation Repairs	 5,000		3,750		3,567		183
Subtotal Ground Maintenance	\$ 168,976	\$	126,732	\$	66,784	\$	59,948

### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted	Pror	ated Budget	Actual			
	Budget	Thr	u 06/30/24	Thr	u 06/30/24	١	Variance
Amenity Center							
Insurance	\$ 5,000	\$	5,000	\$	4,045	\$	955
Phone/Internet/Cable	3,000		2,250		-		2,250
Electric	16,000		12,000		-		12,000
Water & Sewer	15,000		11,250		-		11,250
Refuse Service	2,500		1,875		-		1,875
Access Cards	2,500		1,875		-		1,875
Janitorial Maintenance	14,000		10,500		-		10,500
Janitorial Supplies	4,000		3,000		-		3,000
Pool Maintenance	15,000		11,250		-		11,250
Pool Chemicals	10,000		7,500		-		7,500
Pool Permit	500		375		-		375
Facility Maintenance	7,500		5,625		417		5,208
Repairs & Maintenance	10,000		7,500		-		7,500
Office Supplies	200		150		-		150
ASCAP/BMI License Fees	500		375		-		375
Pest Control	800		600		-		600
Subtotal Amenity Center	\$ 106,500	\$	81,125	\$	4,462	\$	76,663
Total Operations & Maintenance	\$ 275,476	\$	207,857	\$	71,246	\$	136,611
Total Expenditures	\$ 397,977	\$	305,605	\$	143,074	\$	162,531
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$	(95,336)	\$	69,514	\$	164,850
Net Change in Fund Balance	\$ -	\$	(95,336)	\$	69,514	\$	164,850
					10.505		
Fund Balance - Beginning	\$ -			\$	19,592		
Fund Balance - Ending	\$ -			\$	89,106		

### Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:														
Special Assessments - Tax Roll	\$	- \$	1,505 \$	149,799 \$	760 \$	3,834 \$	1,552 \$	- \$	- \$	1,615 \$	- \$	- \$	- \$	159,0
Special Assessments - Direct Bill		- '	-	25,798	12,899	-	-	-	12,899	-	-	-	- 1	51,5
Developer Contributions		-	_		-	-	-	-	-	-	-	-	-	,-
Interest Income		_	-	2	363	416	401	274	231	239	_	-	-	1,9
Total Revenues	\$	- S	1,505 \$	175,599 \$	14,023 \$	4,250 \$	1,953 \$	274 \$	13,130 \$	1,854 \$	- S	- S	- s	212,5
Expenditures:	*	<u> </u>			23,525 7	3,223 4	5,700 4		20,200 4	5,557 4	· · ·	<del></del>		
General & Administrative:														
Sun and an Francisco	s	- \$	<b>.</b>	- s		- \$			200 \$	- \$	- \$	- \$		2
Supervisors Fees	3	- 3	- \$	- 3	- \$	- 3	- \$	- \$		- 3	- 3	- 3	- \$	2
FICA Taxes		-	-	-	-	-	-	-	15	-	-	-	-	
Engineering		-	-	-	-	-	-	-	-	-	-	-	-	_
Attorney		-	96	157	155	96	398	2,867	2,258	1,612	-	-	-	7,€
Arbitrage		-	-	=	=	-	=	-	-	-	-	-	-	
Assessment Roll		5,300	-	-	-	-	=	-	-	-	-	-	-	5,3
Dissemination Agent		309	309	309	309	309	309	309	309	309	-	-	-	2,
Annual Audit		-	-	-	-	-	-	5,600	-	-	-	-	-	5,6
Trustee		1,875	-	-	-	-	2,478	-	-	-	-	-	-	4,:
Management Fees		4,174	4,174	4,174	4,174	4,174	4,174	4,174	4,174	4,174	-	-	-	37,5
Website Maintenance		100	100	100	100	100	100	100	100	100	-	-	-	9
Information Technology		150	150	150	150	150	150	150	150	150	-	-	-	1,3
Telephone		10	-	-	-	-	=	-	-	-	-	-	-	
Postage		2	1	-	1	1	1	39	24	23	-	-	-	
Insurance		5,590	-	-	-	-	-	-	-	-	-	-	-	5,5
Printing		2	4	8	2	9	8	12	8	147	-	-	-	
Legal Advertising		-	-	-	-	-	-	-	-	-	-	-	-	
Other Current Charges		11	25	27	-	-	-	-	-	-	-	-	-	
Office Supplies		0	0	-	0	0	0	0	0	0	-	-	-	
Dues, Licenses & Subscriptions		175	=	-	-	-	Ē	-	-	Ē	-	=	=	1
Fotal General & Administrative	\$	17,698 \$	4,859 \$	4,924 \$	4,890 \$	4,838 \$	7,618 \$	13,250 \$	7,237 \$	6,514 \$	- \$	- \$	- \$	71,8
Operations & Maintenance														
Ground Maintenance														
Electric	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Reclaimed Water		762	914	510	227	223	690	563	2,221	1,427	-	-	-	7,
Repairs & Maintenance		-	-	-	-	-	-	-	-	-	-	-	•	
andscape - Contract		-	=	=	6,939	6,939	6,939	6,939	6,939	7,185	-	=	-	41,
Landscape - Contingency		-	-	-	-	-	-	8,962	2,080	-	-	-	-	11,
Lake Maintenance		-	-	-	-	-	-	920	920	920	-	-	-	2,
Irrigation Repairs		-	-	-	-	850	-	683	2,034	-	-	-	-	3,5
Subtotal Ground Maintenance	\$	762 \$	914 \$	510 \$	7,166 \$	8,012 \$	7,629 \$	18,067 \$	14,193 \$	9,532 \$	- \$	- \$	- <b>\$</b>	66,7

### Community Development District Month to Month

		0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Center														
Insurance	\$	4,045 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,045
Phone/Internet/Cable		-	-	-	-	-	-	-	-	-	-	-	-	-
Electric		-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer		-	-	-	-	-	-	-	-	-	-	-	-	-
Refuse Service		-	-	-	-	-	-	-	-	-	-	-	-	-
Access Cards		-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Supplies		-	-	-	-	-	=	-	-	-	-	-	-	-
Pool Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Chemicals		-	-	-	-	-	=	-	-	-	-	-	-	-
Pool Permit		-	-	=	-	-	-	-	-	-	-	-	-	-
Facility Maintenance		-	-	-	-	-	=	-	-	417	-	-	-	417
Repairs & Maintenance		-	-	=	-	-	-	-	-	-	-	-	-	-
Office Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-
ASCAP/BMI License Fees		-	-	-	-	-	=	-	-	-	-	-	-	-
Pest Control		-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Amenity Center	\$	4,045 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	417 \$	- \$	- \$	- \$	4,462
Tabal Outside of Maintenance	s	4.007 6	014 6	F40 ¢	7466 6	0.012 6	# (20 f	10.007 6	14.102 6	0.040 €	- \$	- \$	¢.	71.246
Total Operations & Maintenance	•	4,807 \$	914 \$	510 \$	7,166 \$	8,012 \$	7,629 \$	18,067 \$	14,193 \$	9,948 \$	- 3	- \$	- \$	71,246
Total Expenditures	\$	22,505 \$	5,773 \$	5,434 \$	12,056 \$	12,850 \$	15,246 \$	31,317 \$	21,431 \$	16,463 \$	- \$	- \$	- \$	143,074
Excess (Deficiency) of Revenues over Expenditures	\$	(22,505) \$	(4,267) \$	170,165 \$	1,966 \$	(8,600) \$	(13,293) \$	(31,044) \$	(8,301) \$	(14,608) \$	- \$	- \$	- \$	69,514
Net Change in Fund Balance	\$	(22,505) \$	(4,267) \$	170,165 \$	1,966 \$	(8,600) \$	(13,293) \$	(31,044) \$	(8,301) \$	(14,608) \$	- \$	- \$	- \$	69,514

### **Community Development District**

#### **Debt Service Fund Series 2022**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

		Adopted	Prorated Budget			Actual		
		Budget	Thr	u 06/30/24	Thr	u 06/30/24	V	ariance
Revenues:								
Special Assessments - Tax Roll	\$	198,314	\$	198,314	\$	198,832	\$	518
Special Assessments - Direct Bill		148,501		148,501		148,501		-
Interest Income		500		500		11,201		10,701
Total Revenues	\$	347,315	\$	347,315	\$	358,534	\$	11,219
Expenditures:								
Interest - 11/1	\$	109,618	\$	109,618	\$	109,618	\$	-
Interest - 5/1		109,618		109,618		109,618		-
Principal - 5/1		125,000		125,000		125,000		-
Total Expenditures	\$	344,235	\$	344,235	\$	344,235	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	3,080	\$	3,080	\$	14,299	\$	11,219
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
Not Change in Fund Palance	\$	2.000	\$	2,000	\$	14 200	¢	11 210
Net Change in Fund Balance	3	3,080	3	3,080	•	14,299	\$	11,219
Fund Balance - Beginning	\$	111,555			\$	292,866		
Fund Balance - Ending	\$	114,635			\$	307,165		

### **Community Development District**

### **Statement of Revenues and Expenditures**

### **Capital Projects Fund**

### For The Period Ending June 30, 2024

Description	S	SE 2022			
Revenues					
Interest Income:					
Construction	\$	937			
Transfer In		-			
Total Revenues	\$	937			
Expenditures  Capital Outlay Transfer Out	\$	-			
Total Expenditures	\$	-			
Excess Revenues (Expenditures)	\$	937			
Beginning Fund Balance	\$	25,656			
Ending Fund Balance	\$	26,594			

### **Community Development District**

### Long Term Debt Report

Series 2022, Special	Assessment Refunding	Bonds	
Interest Rate:		2.7% - 4.0%	
Maturity Date:		5/1/2052	
Reserve Fund Definition		50% MADS	
Reserve Fund Requirement	\$	173,408	
Reserve Fund Balance		173,408	
Bonds outstanding - 2/10/2022			\$ 6,190,000
Less: May 1, 2023 (Mandatory)			(125,000)
Less: May 1, 2024 (Mandatory)			(125,000)
Current Bonds Outstanding			\$ 5,940,000

# ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Assessments Receipts Summary

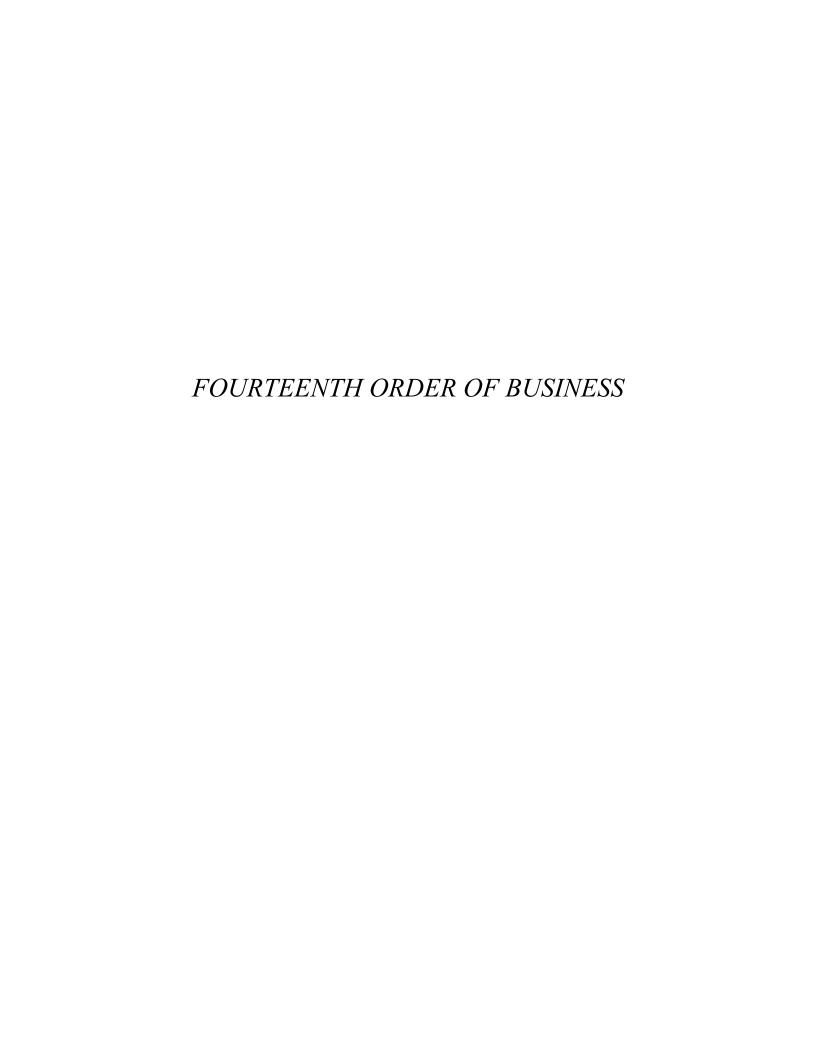
	UNITS	SERIES 2022	FY24 O&M	
ASSESSED	ASSESSED	DEBT ASSESSED	ASSESSED	TOTAL ASSESSED
KB HOMES (1)	158	148,500.73	51,596.63	200,097.36
TOTAL DIRECT INVOICES (1)	158	148,500.73	51,596.63	200,097.36
ASSESSED REVENUE TAX ROLL	211	198,340.00	158,672.00	357,012.00
TOTAL ASSESSED	369	346,840.73	210,268.63	557,109.36

		SERIES 2022	O&M	
DUE / RECEIVED	BALANCE DUE	DEBT RECEIVED	RECEIVED	TOTAL RECEIVED
KB HOMES (1)	0.00	148,500.73	51,596.63	200,097.36
TOTAL DIRECT RECEIVED	0.00	148,500.73	51,596.63	200,097.36
TAX ROLL DUE / RECEIVED	-	198,832.20	159,065.76	357,897.96
TOTAL DUE / RECEIVED	0.00	347,332.93	210,662.39	557,995.32

(1) Direct Assessments are due: 50% due 12/1/23 and 25% due 2/1/24 and 5/1/204

SUMMARY OF TAX ROLL RECEIPTS				
	DATE	SERIES 2022		
CLAY COUNTY DISTRIBUTION	RECEIVED	DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/6/2023	-	-	-
2	11/14/2023	940.80	752.64	1,693.44
3	11/28/2023	940.80	752.64	1,693.44
4	12/12/2023	183,456.00	146,764.80	330,220.80
5	12/23/2024	3,792.60	3,034.08	6,826.68
6	1/10/2024	950.60	760.48	1,711.08
7	2/5/2024	4,792.20	3,833.76	8,625.96
8	3/14/2024	1,940.40	1,552.32	3,492.72
9	4/9/2024	-	-	-
10	5/7/2024	-	-	-
11	6/6/2024	-	-	-
TAX CERTIFICATES	6/24/2024	2,018.80	1,615.04	3,633.84
		-	-	
		-	-	
		-	-	
		-	-	
		-	<u>-</u>	
TOTAL RECEIVED TAX ROLL		198,832.20	159,065.76	357,897.96

PERCENT COLLECTED	2022	O&M	TOTAL
% COLLECTED DIRECT BILL	100.00%	100.00%	100.00%
% COLLECTED TAX ROLL	100.25%	100.25%	100.25%
TOTAL PERCENT COLLECTED	100.14%	100.19%	100.16%



## Community Development District

### <u>Check Run Summary</u> July 31, 2024

Fund	Date	Check No.	Amount
Payroll	7/11/24	50020	\$ 184.70
		Subtotal	\$ 184.70
General Fund			
	7/2/24	147-150	\$ 5,599.13
	7/9/24	151-152	4,872.42
	7/31/24	153-157	12,438.30
		Subtotal	\$ 22,909.85
Total			\$ 23,094.55

AICD ANABELLE ISLAN DLAUGHLIN

CHECK 184.70 7/11/2024 CHECK ROSE S BOCK PAYROLL CHECK REGISTER EMPLOYEE NAME

EMP #

CHECK #

PR300R

50020

184.70

TOTAL FOR REGISTER

RUN 7/11/24 PAGE

### **ATTENDANCE SHEET**

District:	Anabelle I	sland	A description
Meeting Date:	07.09.2	24	
	Supervisor	In Attendance	Fees
1.	Jim McDade		NO
2.	Derek Citino		МО
3.	Darren Gowens		NO
4.	James SUMMerset		\$200 NO Pay
5.	Rose Bock		\$200
District Manage	er Mauls	& Tile	9 2024

PLEASE RETURN COMPLETED FORM TO OKSANA KUZMUK

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/05/24 PAGE 1
\*\*\* CHECK DATES 07/01/2024 - 07/31/2024 \*\*\* ANABELLE ISLAND - GENERAL FUND

BANK	7	7177007770	- GENERAL	
BANK	А	ANABELLE	- GRIVERAL	

	BANK A ANABELLE - GENERAL			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	JULY LAKE MAINTENANCE	*		
	THE LAKE DOCTORS			920.00 000147
	6/30/24 93490 202407 320-57200-43500 SUMMER FLOWER ROTATION	*	1,680.00	
	FLORIDA ULS OPERATING LLC			1,680.00 000148
7/02/24 00013	6/30/24 93491 202407 320-57200-43500 PLANT REPLACEMENT - ENTRY	*	2,351.13	
	FLORIDA ULS OPERATING LLC			2,351.13 000149
7/02/24 00013	7/02/24 93934 202407 320-57200-43600 IRRIGATION REPAIRS	*	648.00	
	FLORIDA ULS OPERATING LLC			648.00 000150
7/09/24 00003	7/04/24 2024-279 202407 310-51300-48000	*	54.60	
	CLAY TODAY NEWSPAPER			54.60 000151
7/09/24 00001	7/01/24 47 202407 310-51300-34000 JUL MANAGEMENT FEES	*	4,173.75	
	7/01/24 47 202407 310-51300-35300 JUL WEBSITE ADMIN.	*	100.00	
	7/01/24 47 202407 310-51300-35100 JUL INFORMATION INFO	*	150.00	
	7/01/24 47 202407 310-51300-31300 JUL DISSEMINATION SRVCS	*	309.17	
	7/01/24 47 202407 310-51300-51000 OFFICE SUPPLIES	*	.15	
	7/01/24 47 202407 310-51300-42000 POSTAGE	*	40.51	
	7/01/24 47 202407 310-51300-42500 COPIES	*	19.95	
	7/01/24 47 202407 310-51300-41000	*	24.29	
	GOVERNMENTAL MANAGEMENT SERVICES			4,817.82 000152
7/31/24 00001	6/11/24 48 202406 310-51300-34000	*	416.80	
	GOVERNMENTAL MANAGEMENT SERVICES			416.80 000153
	7/01/24 49 202407 310-51300-34000 .TIII CONTRACT ADMIN	*	625.00	
	GOVERNMENTAL MANAGEMENT SERVICES			625.00 000154

AICD ANABELLE ISLAN OKUZMUK

*** CHECK DATES 07/01/2024 - 07/31/2024 *** ANABELLE I	PAYABLE PREPAID/COMPUTER CHECK REGISTER SLAND - GENERAL FUND BELLE - GENERAL	RUN 8/05/24	PAGE 2
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB SUBC	VENDOR NAME STATUS LASS	AMOUNT	CHECK AMOUNT #
7/31/24 00011 7/15/24 9794 202406 310-51300-31500	*	1,611.50	
JUN GENERAL COUNSEL KILINSK	I VAN WYK PLLC		1,611.50 000155
7/31/24 00013 7/12/24 95494 202407 320-57200-46000	*	2,600.00	
FENCING INSTALL - CULVERT FLORIDA	ULS OPERATING LLC		2,600.00 000156
7/31/24 00013 7/15/24 95572 202407 320-57200-43400 JUL LANDSCAPE MAINTENANCE	*	7,185.00	
	ULS OPERATING LLC		7,185.00 000157
	TOTAL FOR BANK A	22,909.85	
	TOTAL FOR REGISTER	22,909.85	

AICD ANABELLE ISLAN OKUZMUK

MAKE CHECK PAYABLE TO:

ADDRESSEE
Please check if address below is incorrect and indicate change on reverse side



Post Office Box 20122 Tampa, FL 33622-0122 (904) 262-5500

Suite 114

Anabelle Island CDD Marilee Giles 475 W Town Pl

St Augustine, FL 32092

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD		
VISA Material		
CARD NUMBER	EXP. DATE	
SIGNATURE	AMOUNT FAID	

ACCOUNT NUMBER	DATE	BALANCE
731491	7/1/2024	\$920.00

The Lake Doctors Post Office Box 20122 Tampa, FL 33622-0122

000000731491200100000001944400000009200058

Please Return this invoice with your payment and notify us of any changes to your contact information.

Annabelle Island	CDD
Invoice Due Date	7/1/2024

Windsor Lakes Way Green Cove Springs, FL 32043 Invoice 194440B PO #

Invoice Date	Description	Quantity	Amount	Tax	Total
7/1/2024	Water Management - Monthly		\$920.00	\$0.00	\$920.00

Please remit payment for this month's invoice.

Please provide remittance information when submitting payments, otherwise payments will be applied to the oldest outstanding invoices.

Credits

\$0.00

Adjustment

\$0.00

AMOUNT DUE

Total Account Balance including this invoice:

\$920.00

**This Invoice Total:** 

\$920.00

Click the "Pay Now" link to submit payment by ACH

Customer #:

731491

**Corporate Address** 

Portal Registration #:

88A94EE2

4651 Salisbury Rd, Suite 155 Jacksonville, FL 32256

Customer E-mail(s):

mgiles@gmsnf.com,okuzmuk@gmsnf.com

Customer Portal Link: www.lakedoctors.com/contact-us/

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information



#### BILLTO

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

Governmental Management Service 475 WEst Town Place Suite 114 St. Augustine, FL 32092 Invoice 93490

Date	PO#
06/30/24	
Due Date	Terms
7/30/24	Net 30

Property Address
Anabelle Island CDD Landscape
Maintenance 2024 (JXM)
1

ltern Amount

Deliver and install 660 Annuals at Russell Road entry

300 Mix Pentas

300 Blue Sal.

Job #101385 - Summer Flower Rotation.

\$1,680.00

Thank you for your business.

REMIT PAYMENT TO: United Land Services 12276 San Jose Blvd Suite 747 Jacksonville FL 32223 

 Subtotal
 \$1,680.00

 Sales Tax
 \$0.00

 Total
 \$1,680.00

 Credits/Payments
 (\$0.00)

 Balance Due
 \$1,680.00



### Anabelle Island CDD Landscape Maintenance 2024 (JXM) Governmental Management Service 475 WEst Town Place

St. Augustine, FL 32092

Suite 114

### Invoice 93491

Date	PO#
06/30/24	
Due Date	Terms
7/30/24	Net 30

Property Address
Anabelle Island CDD Landscape
Maintenance 2024 (JXM)
,
,

ltern Amount

Deliver and install plant material at entrance on Russell Rd plants declined.

Deliver and install plant material at entrance on Sandridge Rd plants declined.

Job #101409 - Plant replacement entry Russell Sandridge.

\$2,351.13

Thank you for your business.

REMIT PAYMENT TO: United Land Services 12276 San Jose Blvd Suite 747 Jacksonville FL 32223 

 Subtotal
 \$2,351.13

 Sales Tax
 \$0.00

 Total
 \$2,351.13

 Credits/Payments
 (\$0.00)

 Balance Due
 \$2,351.13



#### BILLTO

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

Governmental Management Service 475 WEst Town Place Suite 114 St. Augustine, FL 32092

### Invoice 93934

Date	PO#
07/02/24	
Due Date	Terms
8/1/24	Net 30

Property Address	
Anabelle Island CDD Landscape Maintenance 2024 (JXM)	
,	

ltem				Amount
Job #108079 - Irrigation repairs preformed during	July Inspection.			\$648.00
Repair drip line break - zone 4	2.00 Each	\$50.00	\$100.00	
Repair drip line break - zone 6	2.00 Each	\$50.00	\$100.00	
Repair drip line break - zone 7	4,00 Each	\$50.00	\$200.00	
Repair lateral line break 1 1/2" pipe - zone 7	1.00 Each	\$215.00	\$215.00	
Replace 5" rotor with nozzle - zone 2	1.00 Each	\$43.00	\$43.00	
Replace 6" spray with nozzle - zone 14	2.00 Each	\$28.00	\$56.00	
Replace 6" spray with nozzle - zone 9	2.00 Each	\$28.00	\$56.00	
Replace 6" spray with nozzle = zone 8	1,00 Each	\$28.00	\$28.00	
Replace broken riser - zone 8	1.00 Each	\$50.00	\$50.00	

Thank you for your business.

REMIT PAYMENT TO: United Land Services 12276 San Jose Blvd Suite 747 Jacksonville FL 32223 

 Subtotal
 \$648.00

 Sales Tax
 \$0.00

 Total
 \$648.00

 Credits/Payments
 (\$0.00)

 Balance Due
 \$648.00



### INVOICE

Invoice Number: 2024-279413 Invoice Date: 7/4/2024

Due Date: 8/2/2024

Clay Today 3513 US Hwy 17 Fleming Island, FL 32003 904-264-3200

BILL TO

Sarah Sweeting Anabelle Island CDD c/o GMS LLC 475 West Town Place, Suite 114 ST AUGUSTINE, FL 32092 Advertiser
Anabelle Island CDD c/o GMS LLC

Customer ID 21005

Invoice Notes	PO#	Pub.	Issue	Year	AdTitle	Ad Size	Color	Ad Inch	Net
	Notice of Rule Development, Hearing August 13, 2024	CT - Clay Today	Jul 4	2024		Column Inch	Black & White	5.2000	\$54.60
									\$54.60

		\$54.60
1	Total:	<u> </u>

Please mail payments to: Osteen Media Group 3513 US Hwy 17 Fleming Island Florida 32003

Affidavit attached to this invoice.

Please call the office at 904-264-3200 if you would like to pay by credit card.

TUL G 8 20726

Please pay from this invoice, Email for inquiries or questions - legal@claytodayonline.com. Thank you for your business.

### **PUBLISHER AFFIDAVIT**

PUBLISHER AFFIDAVIT CLAY TODAY Published Weekly Fleming Island, Florida

STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement

Being a Notice of Rule Development Anabelle Island CDD

In the matter of Public Hearing August 13, 2024

LEGAL: 114301

Was published in said newspaper in the issues:

7/4/2024

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Hyl Codn #

Sworn to me and subscribed before me 07/04/2024

Christy Low Wayre Christie LOWERS SQUITE TO LANGE SQUITE TO DESCRIPTION TO DESCRI

NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003 Telephone (904) 264-3200 FAX (904) 264-3285 E-Mail: legal@claytodayonline.com Christie Wayne christie@osteenmediagroup.com

#### NOTICE OF RULE **DEVELOPMENT BY THE** ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

COMMUNITY DEVELOPMENT
DISTRICT
In accordance with Chapters 120 and 190, Florida Statutes, and in connection with its anticipated ownership and operation of certain improvements, including recreational amenity facilities and improvements (hereinafter collectively referred to as the "Amentities"), the Anabelle Island Community Development District (the "District") hereby gives the public notice of its intent to establish rates, fees, and charges imposed on residents and non-residents utilizing the District's Amenities (collectively, the "Amenity Rates"), and adopt a new rule establishing consequences for those who violate the District's Amenities (the "Districtinary Rule"). The purpose and effect of the Amenity Rates and Disciplinary Rule is to provide for efficient and effective District operations of the District's Amenities and other properties by setting policies and lees relevant to implementation of the provisions of Saction 190.035, Florida Statutes, General legal authority for the District to adopt the proposed Amenity Rates include Chapters 120 and 190, Florida Statutes (2023), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, Plorida Statutes (2023), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, Plorida Statutes (2023), as amended. A public hearing on the adoption of the proposed Amenity Rates and Disciplinary Rule will be conducted by the District on August 13, 2024, at 2:00 p.m., at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065. A preliminary copy of the proposed Amenity Rates and Disciplinary Rule may be obtained, without cost, by contacting the District Manager's Office, Co Governmental Management Services, LtC, 475 West Town Place, Sulte 114, St. Augusline, Florida Sigues, Plantation Published 7/4/2024 in Clay County's Clay Today newspaper

### **Governmental Management Services, LLC**

1001 Bradford Way Kingston, TN 37763

### Invoice

Invoice #: 47

Invoice Date: 7/1/24 Due Date: 7/1/24

Case:

P.O. Number:

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - July 2024 Website Administration - July 2024 Information Technology -July 2024 Dissemination Agent Services -July 2024 Office Supplies Postage Copies Telephone	Hours/Qty	4,173.75 100.00 150.00 309.17 0.15 40.51 19.95 24.29	4,173.75 100.00 150.00 309.17 0.15 40.51 19.95 24.29

Total	\$4,817.82
Payments/Credits	\$0.00
Balance Due	\$4,817.82

### Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

### Invoice

Invoice #: 48

Invoice Date: 6/11/24

Due Date: 6/11/24

Case:

P.O. Number:

Payments/Credits

**Balance Due** 

\$0.00

\$416.80

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Contract Administration - (Prorated 6/11/24-6/30/24)	20	20.84	416.80
	Total		\$416.80

### Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

### Invoice

Invoice #: 49

Invoice Date: 7/1/24 Due Date: 7/1/24

Case:

P.O. Number:

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Contract Administration - July 2024		625.00	625.00
	Total		\$625.00
	Payme	ents/Credits	\$0.00
	Baland	e Due	\$625.00



**INVOICE** 

Invoice # 9794 Date: 07/15/2024 Due On: 08/14/2024

P.O. Box 6386 Tallahassee, Florida 32314 United States

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092

### **Anabelle Island - General Counsel**

Туре	Attorney	Date	Notes	Quantity	Rate	Total
Service	RVW	06/04/2024	Draft Goals and Objectives samples for district review.	0.10	\$365.00	\$36.50
Service	CL	06/05/2024	Review draft meeting minutes from May 14 meeting.	0.10	\$265.00	\$26.50
Service	JK	06/06/2024	Confer re: agenda and materials	0.10	\$320.00	\$32.00
Service	CL	06/19/2024	Draft amenity rules.	0.90	\$265.00	\$238.50
Service	JK	06/19/2024	Confer with District staff re: status of amenity completion, rules, rates and access card forms	0.30	\$320.00	\$96.00
Service	CL	06/21/2024	Draft amenity policy; Draft Resolution adopting policy; Draft notices of public hearing for rates and fees.	0.60	\$265.00	\$159.00
Service	JK	06/22/2024	Continue drafting amenity policies, rates, rental forms, leaseholder assignment form, resolutions and notices for same	0.60	\$320.00	\$192.00
Service	JK	06/22/2024	Review amenity center operation policies and provide comments to same; prepare assignment of rental agreement form; prepare access card form; prepare rulemaking and rule development notices; prepare rates; prepare resolutions setting public hearing and adoption/final public hearing resolutions; confer with district management on same	1.50	\$320.00	\$480.00
Service	CL	06/25/2024	Revise amenity policies.	0.50	\$265.00	\$132.50
Service	JK	06/25/2024	Update amenity facility policies, forms,	0.40	\$320.00	\$128.00

			renter policy and related documents			
Service	JK	06/26/2024	Develop memo and goals/objectives for District review for compliance with 2024 legislative session.	0,20	\$320.00	\$64.00
Service	CL	06/27/2024	Review draft agenda for accuracy.	0.10	\$265.00	\$26.50
				т	otal	\$1,611.50

### **Detailed Statement of Account**

### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9794	08/14/2024	\$1,611.50	\$0.00	\$1,611.50
			Outstanding Balance	\$1,611.50
			Total Amount Outstanding	\$1,611.50

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



12276 San Jose Blvd. Suite 747 Jacksonville, FL 32223

www.unitedlandservices.com

#### INVOICE

JB)cT(c	lawakaca No.
07/12/24	95494
Terms	Dire Dake
Net 30	08/11/24

### BILLTO

Oksana Kuzmuk Governmental Management Service 475 WEst Town Place Suite 114 St. Augustine, FL 32092

### PROPERNY

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

Amiounid Duc	HIMPERI
\$2,600.00	

#### Please detach top portion and return with your payment.

QTY ITEM UNIT PRICE	EXTPRIGE S	7414E\$ T/AV.	IMMENTALL
Anabelle Island	\$2,600.00	\$0.00	\$2,600.00
per Marilee			
Fencing Install - Install 4' 2 rail fence at culvert	\$2,600.00	\$0.00	\$2,600.00
Total	\$2,600.00	\$0.00	\$2,600.00



#### BILL TO

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

Governmental Management Service 475 WEst Town Place Suite 114 St. Augustine, FL 32092

### Invoice 95572

Date	P0#
07/15/24	
Due Date	Terms
8/14/24	Net 30

Property Address
Anabelle Island CDD Landscape
Maintenance 2024 (JXM)
1

ltem	Amount
Job #69882 - Anabelle Island CDD Landscape Maintenance July 2024	\$7,185.00

Thank you for your business.

REMIT PAYMENT TO: United Land Services 12276 San Jose Blvd Suite 747 Jacksonville FL 32223 

 Subtotal
 \$7,185.00

 Sales Tax
 \$0.00

 Total
 \$7,185.00

 Credits/Payments
 (\$0.00)

 Balance Due
 \$7,185.00