ACREE

Community Development District

JULY 29, 2025



Acree Community Development District 475 West Town Place Suite 114

St. Augustine, Florida 32092 1-877-304-9269 Code: 5301710

July 22, 2025

Board of Supervisors Acree Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Acree Community Development District will be held Tuesday, July 29, 2025, at 10:00 a.m. at 1000 Riverside Avenue, Suite 600, Jacksonville, Florida 32204.

- I. Roll Call
- II. Public Comments (regarding agenda items below)
- III. Organizational Matters
 - A. Acceptance of Resignation from Supervisor English
 - B. Appointment of New Supervisor to Fill Unexpired Term of Office (11/2026)
 - C. Oath of Office for Newly Appointed Supervisor
 - D. Election of Officers, Resolution 2025-09
- IV. Consideration of Minutes of the May 13, 2025, Meeting
- V. Consideration of Interlocal Agreement with Duval County Property Appraiser and Duval County Tax Collector for Uniform Collection
- VI. Public Hearing Adopting the Budget for Fiscal Year 2026
 A. Consideration of Resolution 2025-08, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2026
- VII. Consideration of Budget Funding Agreement for Fiscal Year 2026
- VIII. Staff Reports
 - A. Attorney
 - B. Engineer

- C. Manager
 - 1. Discussion of Fiscal Year 2026 Meeting Schedule
 - 2. Report on the Number of Registered Voters
- IX. Supervisor's Request and Public Comments
- X. Financial Statements as of July 31, 2025
- XI. Ratification of Funding Request No. 15 & No. 16
- XII. Consideration of Funding Request No. 17
- XIII. Next Scheduled Meeting August 12, 2025 @ 10:00 a.m.
- XIV. Adjournment



A.

From: William English < will@atlanticsiteandmarine.com > Subject: Re: Darby CDD & Acree CDD: Board Resignation

Date: July 23, 2025 at 2:59:26 PM EDT

To: Daniel Laughlin < dlaughlin@gmsnf.com>

Cc: George Leone <<u>gleone@cornerlotdevelopment.com</u>>, Jeremy

Wannamaker < jwannamaker@cornerlotdevelopment.com>

Thanks George!

Daniel,

Please accept this email as my resignation from the board of Acree and Darby effective 7/24/2025. It has been a pleasure to serve!

Sent from my iPhone



RESOLUTION 2025-09

A RESOLUTION DESIGNATING OFFICERS OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Acree Community Development District at a regular business meeting held on July 29, 2025 desires to elect the below recited persons to the offices specified.

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

1.

| | Chairman |
|--------------------|---------------------------------|
| | Vice-Chairman |
| Daniel Laughlin | Secretary |
| Daniel Laughlin | Treasurer |
| James Oliver | Assistant Treasurer |
| Marilee Giles | |
| Darrin Mossing | |
| Matthew Biagetti | |
| Marilee Giles | Assistant Secretary |
| James Oliver | |
| Darrin Mossing | |
| Matthew Biagetti | |
| | |
| | |
| | |
| | |
| PASSED AND ADOPTED | THIS 29th DAY OF JULY, 2025. |
| | , |
| | |
| | Chairman / Vice Chairman |
| | |
| | Secretary / Assistant Secretary |



MINUTES OF MEETING ACREE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Acree Community Development District was held Tuesday, May 13, 2025, at 10:00 a.m. at 1000 Riverside Avenue, Suite 600, Jacksonville, Florida.

Present and constituting a quorum:

Shannon AcevedoVice ChairmanWilliam EnglishSupervisorMatt AllenSupervisorAndre GreenSupervisor

Also present:

Daniel Laughlin
Wes Haber by phone
Justin Holmes
District Manager
District Counsel
Corner Lot
Corner Lot

The following is a summary of the actions taken at the May 13, 2025, regular meeting of the Acree Community Development District Board of Supervisors.

FIRST ORDER OF BUSINESS Roll Call

Mr. Laughlin called the meeting to order at 10:00 a.m. and called the roll. Four Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS Public Comments (regarding agenda items below)

Mr. Laughlin stated no members of the public were present.

May 13, 2025 Acree CDD

THIRD ORDER OF BUSINESS

Consideration of Minutes of the April 8, 2025, Meeting

Mr. Laughlin presented the minutes of the April 8, 2025 meeting and asked if there were any questions, comments, or revisions. The Board had no changes to the minutes.

On MOTION by Ms. Acevedo, seconded by Mr. Allen, with all in favor, the Minutes of the April 8, 2025, Meeting, were approved 4-0.

FOURTH ORDER OF BUSINESS Acceptance of the Fiscal Year 2024 Financial Audit

Mr. Laughlin stated on page 12 of the agenda package starts the audit. Under the paragraph titled "Opinions," it states the financial statements are treated fairly. He noted they did not find and deficiencies and the audit is clean. He offered to answer any questions.

On MOTION by Mr. Green, seconded by Ms. Acevedo, with all in favor, Accepting the Fiscal Year 2024 Financial Audit, was approved 4-0.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Approving the Fiscal Year 2026 Proposed Budget & Setting a Public Hearing Date for Adoption

Mr. Laughlin stated this budget consists of administrative expenses and is directly billed as needed. He noted this is the same amount as last year with no changes. He stated they must adopt the budget 60 days after it is approved. He suggested the public hearing date be July 29, 2025. The Board had no issues with this date.

On MOTION by Mr. Allen, seconded by Mr. Green, with all in favor, Resolution 2025-07, Approving the Fiscal Year 2026 Proposed Budget & Setting the Public Hearing Date for Adoption on July 29, 2025, was approved 4-0.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber stated they are putting together a petition to amend the boundary together and hopes to finish it soon.

May 13, 2025 Acree CDD

B. Engineer

Mr. Schaefer had nothing to report.

C. Manager – Annual Form 1 Filing & Annual Ethics Training

Mr. Laughlin stated the Annual Form 1 will be emailed to the Board soon and reminded the Board of the Annual Ethics Training that is due by the end of the year.

SEVENTH ORDER OF BUSINESS Supervisor's Request and Public Comments

There were no comments at this time.

EIGHTH ORDER OF BUSINESS Consideration of Funding Request No. 14

Mr. Laughlin presented Funding Request No. 14 for \$7,427.50. He offered to answer any questions.

On MOTION by Ms. Acevedo, seconded by Mr. English, with all in favor, Funding Request No. 14, was approved 4-0.

NINTH ORDER OF BUSINESS

Financial Statements as of March 31, 2025

Mr. Laughlin presented the financial statements as of March 31, 2025, and asked if there were questions, comments, or discussions.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – June 10, 2025 @ 10:00 a.m.

Mr. Laughlin stated that the next scheduled meeting is June 10, 2025, at 10:00 a.m.

ELEVENTH ORDER OF BUSINESS Adjournment

Mr. Laughlin adjourned the meeting.

On MOTION by Mr. Green, seconded by Mr. Allen, with all in favor, the meeting was adjourned.

| May 13, 2025 | Acree CDI |
|-------------------------------|------------------------|
| | |
| Secretary/Assistant Secretary | Chairman/Vice Chairman |



Prepared by and return recorded original to: Harry M. Wilson, IV, Assistant General Counsel Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, FL 32202

INTERLOCAL AGREEMENT BY AND AMONG DUVAL COUNTY PROPERTY APPRAISER, DUVAL COUNTY TAX COLLECTOR, AND THE ACREE COMMUNITY DEVELOPMENT DISTRICT FOR UNIFORM COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENT

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into on this _____ day of _____, 2025, by and among the Duval County Property Appraiser, whose principal office is located at 231 E. Forsyth Street, Suite 270, Jacksonville, Florida 32202 (the "Property Appraiser"); the Duval County Tax Collector, whose principal office is located at 231 E. Forsyth Street, Suite 100, Jacksonville, Florida 32202 (the "Tax Collector"); and The Acree Community Development District, a local unit of special-purpose government established in accordance with Chapter 190, Florida Statutes and Chapter 92, Jacksonville Ordinance Code, whose principal address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District").

WITNESSETH:

WHEREAS, Chapter 190, Florida Statutes, authorizes the establishment of community development districts, which are local units of special-purpose government; and Chapter 190 further provides for the powers of community development districts including, among other things, the power to determine, order, levy, impose, collect, and enforce special assessments; and

WHEREAS, the District was established by City of Jacksonville Ordinance 2022-852-E; and

WHEREAS, pursuant to Sections 189.4065 and 190.011, Florida Statutes, the District may provide for the collection and enforcement of non-ad valorem assessments in accordance with Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18, Florida Administrative Code; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, those community development districts that elect to use the uniform method of collecting non-ad valorem assessments are both authorized and required to enter into an agreement with the Property Appraiser and Tax Collector for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector in the levy, collection and enforcement of non-ad valorem assessments; and

WHEREAS, the District, in accordance with the requirements of Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, adopted Resolution No. 2024-05 on July 31, 2024, expressing its intent to use the uniform method of levy, collection and enforcement; furthermore, the District agrees to perform all statutory requirements, and other applicable laws, rules and regulations, for utilizing the uniform method of levying and collecting non-ad valorem assessments; and

WHEREAS, Section 92.21, Jacksonville Ordinance Code, authorizes the Property Appraiser and Tax Collector to execute a contract in the form approved by the Office of General Counsel; and

WHEREAS, the Property Appraiser, the Tax Collector and the District now desire to set forth this Agreement regarding the preparation and submission of the District non-ad valorem assessment roll and the uniform collection and enforcement thereof;

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the sufficiency of the sums, covenants and other valuable consideration being hereby acknowledged by the parties, the absence of any of which this Agreement would not be executed, the Property Appraiser, the Tax Collector and the District agree as follows:

1. <u>Term.</u> The term of this Agreement shall commence upon execution, to be effective for the 2025 tax year, and, thereafter, to continue from year to year, for one-year periods, until any party provides thirty (30) days notice, in accordance with this Agreement, in writing to the other parties of its intent to terminate for future tax years, or until the District provides notice of its intent to discontinue using the uniform method of collecting the Assessment.

2. <u>Duties and Responsibilities of the District, the Property Appraiser</u> and the Tax Collector.

- 2.1 The District, by May 10 of the first year that the special assessment is to be collected, shall provide to the Property Appraiser and the Tax Collector by United States mail a copy of the District's resolution adopting the uniform method of collecting its non-ad valorem assessment (the "Assessment"), unless the parties agree to an extension of time in accordance with section 197.3632(3)(a), Florida Statutes. If the District intends to discontinue using the uniform method of collecting the Assessment in any subsequent tax year, the District shall notify the Property Appraiser, the Tax Collector, and the Department of Revenue in writing by January 10 of any subsequent year, in accordance with Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code.
- 2.2 The District, by May 1, shall provide to the Property Appraiser the legal description of the District's boundaries on which the Assessment is to be levied for that tax year, unless the parties agree to an extension of time in accordance with section 197.3632(3)(a), Florida Statutes. The District shall also identify those land areas within the District's geographical boundaries that are to be excluded from the Assessment based upon government ownership or other exemption.

- 2.3 The Property Appraiser, by June 1, shall provide to the District the names and addresses of the owners of all parcels within the District's boundaries, a brief legal description of the property, and the real estate or property identification number, using the uniform method pursuant to Section 197.3632(3)(b), Florida Statutes. The Property Appraiser is not required to provide any information that is not on the ad valorem roll submitted by the Property Appraiser to the Department of Revenue each year. If the District determines that the information supplied by the Property Appraiser is insufficient for the District's purposes, the District shall obtain additional information from any other source, at no expense to the Property Appraiser or the Tax Collector. The Property Appraiser is not responsible for incorporating any additional information into its assessment roll certified to the Tax Collector.
- 2.4 The District, by August 1, shall provide to the Property Appraiser, on a compatible electronic medium approved by the Property Appraiser, the official perunit or per-parcel Assessment as adopted by the District. If the District is levying more than one Assessment per unit or parcel, the District must provide the Property Appraisal with one total amount per unit or parcel. The Property Appraiser is only responsible for certifying to the Tax Collector one total Assessment amount per unit or parcel located within the District.
- 2.5 The Property Appraiser, by October 30, shall prepare an assessment roll containing the District's Assessment and certify same to the Tax Collector.
- 2.6 The Tax Collector shall collect the Assessment in accordance with Sections 197.3632 and 197.3635, Florida Statutes.

3. <u>District's Payment for Administrative Costs.</u>

- 3.1 The District shall pay the Tax Collector two percent (2%) of the total Assessment collected for the Tax Collector's administrative costs and shall pay such additional amounts as may be authorized by statute, which shall be withheld from the Assessment collected by the Tax Collector prior to distribution to the District.
- 3.2 The District shall pay the Property Appraiser one and one-half percent (1.5%) of the total Assessment collected by the Tax Collector for the Property Appraiser's administrative costs and shall pay such additional amounts as may be authorized by statute, which shall be withheld from the Assessment collected by the Tax Collector prior to distribution to the District.
- 3.3 If the Assessment can not be merged into a combined notice for ad valorem taxes and non-ad valorem assessments, as provided in Section 197.3632(7), the District shall be liable for all costs associated with separate notice, which costs shall be in addition to those payments to the Tax Collector and the Property Appraiser for administrative costs, as set forth above. The District shall reimburse the Tax Collector within ten (10) days of receipt of invoices for additional costs of separate notice or the

Tax Collector may withhold same from the Assessments collected prior to distribution to the District and provide the District with documentation of additional costs. Alternatively, the Tax Collector may direct the District to mail the separate notices. The District shall also be liable for all costs associated with any errors or omissions by the District that necessitate a correction to the roll.

- 3.4 If the District does not notify the Property Appraiser and the Tax Collector by January 10 of its intent to discontinue the uniform method of collecting the Assessment, the District shall pay the Property Appraiser and the Tax Collector for the cost of administration, up to the time of notification and termination of this Agreement, an amount as determined by the Property Appraiser and Tax Collector, but no greater than the amounts paid by the District to the Property Appraiser and the Tax Collector for the prior tax year.
- 4. <u>Notice</u>. Whenever written notice is required pursuant to this Agreement, such notice shall be in writing; delivered by one of the following methods: (1) in person with receipt confirmation, (2) by certified United States Mail, return receipt requested, or (3) by recognized courier service with receipt confirmation; and delivered to the following:

Property Appraiser: Joyce Morgan

Duval County Property Appraiser 231 E. Forsyth Street, Suite 270

Jacksonville, FL 32202

Tax Collector: Jim Overton

Duval County Tax Collector 231 E. Forsyth Street, Suite 200

Jacksonville, FL 32202

District: Governmental Management Services, LLC

Attn: Sarah Sweeting

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

Notice shall be effective when received at an address as specified above. Changes in the respective addresses to which such notice is directed may be made by written notice.

5. <u>Indemnification</u>. To the extent allowed by law, the District shall indemnify, defend and hold harmless the Property Appraiser and the Tax Collector and their respective officers, employees, and agents from claims, demands, suits, actions, costs and expenses on account of injury or damage to person or property arising out of the negligent acts or omissions of the District and its directors, officers, employees and agents in connection with or resulting from the performance or attempted performance of its duties and responsibilities under this Agreement. This indemnification is subject to and governed by the provisions and limitations of Section 768.28, Florida Statutes and shall not be considered a further waiver of the limited waiver of sovereign immunity contained therein.

- 6. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto. No statement, representation, writing, understanding, agreement, course of action, or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. No change, amendment, waiver or discharge to this Agreement, or any of the terms, provisions and conditions hereof, shall be valid and binding unless in writing and signed by an authorized officer or representative of the parties against whom such change, amendment, waiver or discharge is sought to be enforced.
- 7. **Preparation of Agreement.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement; therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.
- 8. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Agreement will be exclusively in the federal and state courts sitting in Duval County, Florida, having jurisdiction.
- 9. <u>Severability</u>. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable laws. The remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, the provisions of this section will not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
- 10. <u>Nonwaiver</u>. Failure by a party at any time to require strict performance by another party of any provisions hereof does not release that party from its obligations under the Agreement and does not affect the right of a party, thereafter, to enforce the same.
- 11. Force Majeure. "Force Majeure" means any event beyond the control of a party which results in the failure of some performance under this Agreement including, but not limited to: drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage or strike. No party shall be considered to be in breach in respect of any obligation hereunder (other than the obligation to pay amounts due to another party under or pursuant to this Agreement) to the extent such failure of performance shall be due to a Force Majeure event. The party affected by a Force Majeure event shall give written notice to the other parties, within five (5) days of the commencement of non-performance due to a Force Majeure event, identifying the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.
- 12. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of and shall be binding upon the Property Appraiser, the Tax Collector, and the District, and no right, privilege, claim or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party.

- 13. <u>Incorporation of Recitals</u>. The recitals set forth above and all applicable laws, rules and regulations are incorporated into and constitute a part of this Agreement.
- 14. <u>Section Headings</u>. Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed as interpretation of text.
- 15. <u>Execution In Counterparts</u>. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, constitutes an original, and such counterparts together constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers, duly authorized, as of the day and year first written above.

| | THE ACREE COMMUNITY DEVELOPMENT DISTRICT |
|-------------------------------------|--|
| | By: Its: |
| STATE OF FLORIDA COUNTY OF DUVAL | |
| | dged before me by means of \square physical presence or \square day of, 2025, by a duly authorized officer of and on behalf of |
| THE ACREE COMMUNITY DEVELOR | PMENT DISTRICT, who is personally known to me |
| | N. 4 D. 1 1. |
| | Notary Public Print Name: |
| | My Commission Expires: |

DUVAL COUNTY PROPERTY APPRAISER

| | Joyce Morgan Property Appraiser |
|---|---|
| STATE OF FLORIDA COUNTY OF DUVAL | |
| The foregoing instrument was acknowledged online notarization this day of Property Appraiser, who is personally known | before me by means of \square physical presence or \square , 2025, by Joyce Morgan, Duval County to me. |
| | (Print name) Notary Public, State of Florida at Large |
| | DUVAL COUNTY TAX COLLECTOR |
| STATE OF FLORIDA COUNTY OF DUVAL | Jim Overton Tax Collector |
| The foregoing instrument was acknowledged | before me by means of □ physical presence or □, 2025, by Jim Overton, Duval County Tax |
| | (Print name) Notary Public, State of Florida at Large |
| Form Approved | |
| Office of General Counsel | |

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Community Development District

Approved Budget FY 2026

July 29, 2025



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Community Development District

Approved Budget General Fund

| | Adopted Budget | Actuals Thru | Projected Next | Projected Thru | Approved Budget |
|--------------------------------|-------------------|-----------------|----------------|----------------|--------------------|
| Description | FY2025 | 6/30/25 | 3 Months | 9/30/25 | FY 2026 |
| | | | 5 Months | | |
| REVENUES: | | | | | |
| | ***** | | | | ***** |
| Developer Contribution | \$131,643 | \$48,398 | \$31,597 | \$79,995 | \$131,643 |
| TOTAL REVENUES | \$131,643 | \$48,398 | \$31,597 | \$79,995 | \$131,643 |
| EXPENDITURES: | | | | | |
| Administrative: | | | | | |
| Supervisor Fees | \$12,000 | \$- | \$- | \$- | \$9,000 |
| FICA Taxes | 918 | - | - | - | 689 |
| Engineer | 12,000 | - | 5,000 | 5,000 | 12,000 |
| Attorney | 25,000 | 1,641 | 10,859 | 12,500 | 25,000 |
| Annual Audit | 3,250 | 3,200 | - | 3,200 | 3,400 |
| Assessment Administration | 7,500 | - | - | - | 7,500 |
| Arbitrage Rebate | - | | - | - | 600 |
| Management Fees | 45,000 | 33,750 | 11,250 | 45,000 | 47,250 |
| Dissemination Agent | 7,500 | - | - | - | 7,500 |
| Information Technology | 1,800 | 1,350 | 450 | 1,800 | 1,890 |
| Website Maintenance | 1,200 | 900 | 300 | 1,200 | 1,260 |
| Telephone | 500 | 65 | 60 | 125 | 500 |
| Postage & Delivery | 1,500 | 13 | 25 | 38 | 1,229 |
| Insurance General Liability | 5,500 | 5,200 | - | 5,200 | 6,350 |
| Printing & Binding | 1,200 | 104 | 100 | 204 | 1,200 |
| Legal Advertising | 5,000 | 2,472 | 2,528 | 5,000 | 5,000 |
| Other Current Charges | 600 | 349 | 174 | 523 | 600 |
| Office Supplies | 1,000 | 1 | 30 | 31 | 500 |
| Dues, Licenses & Subscriptions | 175 | 175 | - | 175 | 175 |
| TOTAL ADMINISTRATIVE | \$131,643 | \$49,218 | \$30,777 | \$79,995 | \$131,643 |
| | | • | | | |
| Other Sources/(Uses) | | | | | |
| Interfund Transfer In/(Out) | - | - | - | - | - |
| TOTAL OTHER SOURCES/(USES) | \$- | \$- | \$- | \$- | \$- |
| EXCESS REVENUES (EXPENDITURES) | \$- | \$(820) | \$820 | \$- | \$ - |

Community Development District

Budget Narrative

REVENUES

Developer Contribution

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to fund General Fund Expenditures for the Fiscal Year.

Interest

The District earns interest on the monthly average collected balance for each of their investment accounts.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 9 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on estimated cost.

Assessment Roll Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Arbitrage Rebate

The District is required to annually have an arbitrage rebate calculation on the District's Special Assessment Revenue Bonds. The District will contract with an Independent Certified Accounting Firm. to calculate the rebate liability and submit a report to the District.

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.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services, LLC.

Website Maintenance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS, LLC and updated monthly.

Telephone

Internet, Phone and Wi-Fi service for Office.

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks 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 is an estimated premium.

Community Development District

Budget Narrative

Expenditures - Administrative (continued)

Printing and Binding

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.

A.

RESOLUTION 2025-08 [FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Acree Community Development District ("District") prior to June 15, 2025, proposed budget(s) ("Proposed Budget") 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 general-purpose government(s) 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 on the Proposed Budget 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 in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st 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.

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

SECTION 1. BUDGET

- a. 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.
- b. 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 Acree Community Development District for the Fiscal Year Ending September 30, 2026."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 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 this paragraph c. are posted on the District's website in accordance with Section 189.016, Florida Statutes, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption. **PASSED AND ADOPTED THIS 29th DAY OF JULY, 2025.**

| ATTEST: | | ACREE COMMUNITY DEVELOPMENT DISTRICT | | |
|---------------|--------------------|--|--|--|
| Secretary / A | ssistant Secretary | Chair/Vice Chair, Board of Supervisors | | |
| Exhibit A: | FY 2026 Budget | | | |



BUDGET FUNDING AGREEMENT FISCAL YEAR 2026

This Agreement ("Agreement") is made and entered into effective as of October 1, 2025, by and between:

Acree Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, ("**District**"), and is located in Duval County, Florida ("**County**"), and

Acree JV, LLC, a Florida limited liability company, and the owner and/or developer of property located within the boundaries of the District ("Developer," and together with the District, the "Parties"). For purposes of this Agreement, the term "Property" shall refer to that certain property within the CDD owned by the Developer on the Effective Date of this Agreement.

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and 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, Developer presently owns and/or is developing the Property within the District, which 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; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the Board of Supervisors ("Board") of the District adopted its general fund budget ("Budget") attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

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

- Obligation") necessary for the operation of the District as called for in the Budget attached hereto as Exhibit A within thirty (30) days of written request by the District. Exhibit A attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer's consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District's general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.
- 2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments, including on the Property, in the event of a funding deficit.
- 3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:
 - a. [Contractual Lien]. The District shall have the right to file a continuing lien ("Lien") upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a "Notice of Lien" in the public records of the County.
 - b. [Enforcement Action] The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
 - c. [Uniform Method; Direct] The District may 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, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among 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.

- 5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.
- 6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.
- 7. **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/or specific performance.
- 8. **ENFORCEMENT.** In the event that any 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 interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.
- 10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 11. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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.

[SIGNATURES ON NEXT PAGE]

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

| Attest: | Acree Community Development District |
|-------------------------------|--|
| Secretary/Assistant Secretary | By: |
| | Acree JV, LLC, a Florida limited liability company |
| Witness | By: |

EXHIBIT A: FY 2026 Budget



C.



NOTICE OF MEETINGS ACREE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the **Acree Community Development District** will hold their regularly scheduled public meetings for **Fiscal Year 2026** at 10:00 a.m. at the offices of Corner Lot Development, 1000 Riverside Ave., Suite 600, Jacksonville, Florida 32204 on the second Tuesday of each month as follows or otherwise noted:

October 14, 2025 December 9, 2025 January 13, 2026 February 10, 2026 March 10, 2026 April 14, 2026 May 12, 2026 June 9, 2026 July 14, 2026 August 11, 2026 September 8, 2026 .



OFFICE OF THE SUPERVISOR OF ELECTIONS

JERRY HOLLAND SUPERVISOR OF ELECTIONS OFFICE (904) 255-8683 CELL (904) 318-6877 105 EAST MONROE STREET JACKSONVILLE, FLORIDA 32202 FAX (904) 255-3434 E-MAIL JHOLLAND@COJ.NET

May 9, 2025

Sarah Sweeting 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Dear Sarah,

The information you requested on April 5, 2025, appears below:

Acree Community Development District- 0 Registered Voters as of 4/15/2025

If you have any questions or need additional assistance, please contact Aries Torres at 904-219-9302.

Sincerely,

Cierra Fackler Director of Candidates and Records



Community Development District

Unaudited Financial Reporting June 30, 2025



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| Month to Month | 3 |
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| Developer Contributions | 4 |

Community Development District Combined Balance Sheet

June 30, 2025

| | General Fund | | |
|----------------------------------|-----------------|--------|--|
| Assets: | | | |
| Cash: | | | |
| Operating Account | \$ | 11,735 | |
| Assessments Receivable | | - | |
| Due from Developer | | 21,267 | |
| Total Assets | \$ | 33,002 | |
| Liabilities: | | | |
| Accounts Payable | \$ | 16,328 | |
| Total Liabilites | \$ | 16,328 | |
| Fund Balance: | | | |
| Nonspendable: | | | |
| Unassigned | \$ | 16,674 | |
| Total Fund Balances | \$ | 16,674 | |
| Total Liabilities & Fund Balance | \$ | 33,002 | |

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2025

| | | Adopted | Prora | ated Budget | | Actual | | |
|---|----|---------|-------|-------------|------|----------|----|------------------|
| | | Budget | Thru | 06/30/25 | Thru | 06/30/25 | V | arian <i>c</i> e |
| Revenues: | | | | | | | | |
| Developer Contributions | \$ | 131,643 | \$ | 48,398 | \$ | 48,398 | \$ | |
| Interest Income | Ψ | 131,043 | Ψ | | Ψ | - | Ψ | - |
| | | | | | | | | |
| Total Revenues | \$ | 131,643 | \$ | 48,398 | \$ | 48,398 | \$ | - |
| Expenditures: | | | | | | | | |
| General & Administrative: | | | | | | | | |
| Supervisor Fees | \$ | 12,000 | \$ | - | \$ | - | \$ | - |
| FICA Expense | | 918 | | - | | - | | - |
| Engineering | | 12,000 | | - | | - | | - |
| Attorney | | 25,000 | | 18,750 | | 1,641 | | 17,109 |
| Annual Audit | | 3,250 | | 3,200 | | 3,200 | | - |
| Assessment Administration | | 7,500 | | - | | - | | - |
| Management Fees | | 45,000 | | 33,750 | | 33,750 | | - |
| Dissemination | | 7,500 | | - | | - | | - |
| Information Technology | | 1,800 | | 1,350 | | 1,350 | | - |
| Website Maintenance | | 1,200 | | 900 | | 900 | | - |
| Telephone | | 500 | | 375 | | 65 | | 310 |
| Postage & Delivery | | 1,500 | | 1,125 | | 13 | | 1,112 |
| Insurance | | 5,500 | | 5,500 | | 5,200 | | 300 |
| Printing & Binding | | 1,200 | | 900 | | 104 | | 796 |
| Legal Advertising | | 5,000 | | 3,750 | | 2,472 | | 1,278 |
| Other Current Charges | | 600 | | 450 | | 349 | | 101 |
| Office Supplies | | 1,000 | | 750 | | 1 | | 749 |
| Dues, Licenses & Subscriptions | | 175 | | 175 | | 175 | | - |
| Total General & Administrative | \$ | 131,643 | \$ | 70,975 | \$ | 49,218 | \$ | 21,757 |
| Excess (Deficiency) of Revenues over Expenditures | \$ | - | | | \$ | (820) | | |
| Other Financing Sources/(Uses): | | | | | | | | |
| Transfer In/(Out) | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Other Financing Sources/(Uses) | \$ | - | \$ | - | \$ | - | \$ | - |
| Net Change in Fund Balance | \$ | - | \$ | - | \$ | (820) | \$ | - |
| Fund Balance - Beginning | \$ | - | | | \$ | 17,494 | | |
| Fund Balance - Ending | \$ | | | | \$ | 16,674 | | |
| | | | | | | | | |

Acree
Community Development District
Month to Month

| | | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|----|----------|----------|------------|------------|----------|-------------|-------------------------|-------------|-----------------------|------|-----------------|------|--------|
| Revenues: | | | | | | | | | | | | | | |
| Developer Contributions | \$ | 9,389 \$ | 4,007 \$ | 4,009 \$ | 4,293 \$ | 5,433 \$ | 4,029 \$ | - \$ | 7,428 \$ | 9,810 \$ | - \$ | - \$ | - \$ | 48,398 |
| Interest Income | | - | - | - | - | - | - | - | - | - | - | - | - | |
| Total Revenues | \$ | 9,389 \$ | 4,007 \$ | 4,009 \$ | 4,293 \$ | 5,433 \$ | 4,029 \$ | - \$ | 7,428 \$ | 9,810 \$ | - \$ | - \$ | - \$ | 48,398 |
| Expenditures: | | | | | | | | | | | | | | |
| General & Administrative: | | | | | | | | | | | | | | |
| Supervisor Fees | \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | |
| FICA Expense | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Engineering | | - | - | - | - | - | - | - | - | - | - | - | - | |
| Attorney | | 249 | - | 1,170 | 222 | - | - | - | - | - | - | - | - | 1,641 |
| Annual Audit | | - | - | - | - | - | - | 3,200 | - | - | - | - | - | 3,200 |
| Management Fees | | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | - | - | - | 33,750 |
| Dissemination | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Information Technology | | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | - | - | - | 1,350 |
| Website Maintenance | | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | - | - | - | 900 |
| Telephone | | - | 6 | 7 | 9 | 17 | 7 | 9 | - | 9 | - | - | - | 65 |
| Postage & Delivery | | 1 | 1 | 1 | 3 | 3 | 1 | 1 | - | 2 | - | - | - | 13 |
| Insurance | | 5,200 | - | - | - | - | - | - | - | - | - | - | - | 5,200 |
| Printing & Binding | | 14 | 1 | 0 | 32 | 21 | 21 | 1 | 10 | 4 | - | - | - | 104 |
| Legal Advertising | | 80 | 80 | 90 | 1,639 | 83 | 79 | - | 162 | 261 | - | - | - | 2,472 |
| Other Current Charges | | 16 | 25 | 22 | 21 | 55 | 51 | 57 | 57 | 45 | - | - | - | 349 |
| Office Supplies | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | 0 | - | - | - | 1 |
| Dues, Licenses & Subscriptions | | 175 | - | - | - | - | - | - | - | - | • | - | - | 175 |
| Total General & Administrative | \$ | 9,734 \$ | 4,112 \$ | 5,290 \$ | 5,925 \$ | 4,179 \$ | 4,159.52 \$ | 7,268.77 \$ | 4,228.85 \$ | 4,321.95 \$ | - \$ | - \$ | - \$ | 49,218 |
| Excess (Deficiency) of Revenues over Expenditures | \$ | (344) \$ | (104) \$ | (1,281) \$ | (1,632) \$ | 1,254 \$ | (130) \$ | (7,269) \$ | 3,199 \$ | 5,488 \$ | - \$ | - \$ | - \$ | (820 |
| | ð | (344) \$ | (104) \$ | (1,281) \$ | (1,032) \$ | 1,234 \$ | (130) \$ | (7, 2 69) \$ | 3,199 \$ | J, 4 00 \$ | - 5 | - \$ | - \$ | (820 |
| Other Financing Sources/Uses: | | | | | | | | | | | | | | |
| Transfer In/(Out) | | - | - | - | - | - | - | - | - | - | - | - | - | |
| Total Other Financing Sources/Uses | \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Net Change in Fund Balance | \$ | (344) \$ | (104) \$ | (1,281) \$ | (1,632) \$ | 1,254 \$ | (130) \$ | (7,269) \$ | 3,199 \$ | 5,488 \$ | - \$ | - \$ | - \$ | (820 |

Acree Community Development District Developer Contributions/Due from Developer

| Funding Request # | Date Prepared | Date Payment Received | Check Amount | Total Funding Request FY24 | R | Total Funding equest FY25 | Capital (Due to Developer) | Over and (short) alance Due |
|-------------------------|-------------------|-----------------------------|-----------------|----------------------------------|----|---------------------------------|----------------------------------|-----------------------------------|
| 1 | 5/17/23 | 8/2/23 | \$ 20,250.00 | \$ _ | | | \$ _ | \$ _ |
| 2 | 9/8/23 | 10/25/24 | \$ 10,942.59 | \$ _ | | | \$ _ | \$ _ |
| 3 | 2/11/24 | 3/6/24 | \$ 19,365.47 | \$ 14,749.70 | | | \$ _ | \$ - |
| 4 | 4/30/24 | 7/3/24 | \$ 5,750.36 | \$ 5,750.36 | | | \$ - | \$ - |
| 5 | 7/1/24 | 10/11/24 | \$ 2,180.55 | \$ 2,180.55 | | | \$ - | \$ - |
| 6 | 8/31/24 | 10/11/24 | \$ 2,492.09 | \$ 2,492.09 | | | \$ - | \$ - |
| 7 | 9/30/24 | 11/6/24 | \$ 6,969.29 | \$ 1,769.29 | \$ | 5,200.00 | \$ - | \$ - |
| 8 | 10/31/24 | 1/3/25 | \$ 4,189.22 | \$ - | \$ | 4,189.22 | \$ - | \$ |
| 9 | 11/30/24 | 1/3/25 | \$ 4,007.26 | \$ - | \$ | 4,007.26 | \$ - | \$ - |
| 10 | 12/31/24 | 3/5/25 | \$ 4,116.82 | \$ 108.00 | \$ | 4,008.82 | \$ - | \$ |
| 11 | 1/31/25 | 4/9/25 | \$ 4,293.26 | | \$ | 4,293.26 | \$ - | \$ |
| 12 | 2/28/25 | 4/9/25 | \$ 5,432.76 | | \$ | 5,432.76 | \$ - | \$ |
| 13 | 3/26/25 | | | | \$ | 4,029.15 | \$ - | \$ 4,029.15 |
| 14 | 5/6/25 | | | | \$ | 7,427.55 | \$ - | \$ 7,427.55 |
| 15 | 6/2/25 | | | | \$ | 4,010.00 | \$ - | \$ 4,010.00 |
| 16 | 6/27/25 | | | | \$ | 5,800.04 | \$ - | \$ 5,800.04 |
| Due from De | veloper | | \$ 89,989.67 | \$ 27,049.99 | \$ | 48,398.06 | \$ - | \$ 21,266.74 |
| otal Develo | per Contributions | 5 | | \$ 27,049.99 | \$ | 48,398.06 | \$ - | |



Community Development District

Funding Request #15

\$

June 2, 2025

4,010.00

| PAYEE | GENERAL FUND |
|---|--------------|
| | FY25 |
| 1 Governmental Management Services Inv# 25 - Management Fees - May 2025 | \$ 4,010.00 |

Please make check payable to:

Total Funding Request

Acree Community Development District

475 West Town Place Ste 114 St Augustine FL 32092

Governmental Management Services, LLC

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

Invoice

Invoice #: 25 Invoice Date: 5/1/25

Due Date: 5/1/25 Case:

P.O. Number:

Bill To:

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

| Description | Hours/Qty | Rate | Amount |
|-----------------------------------|-----------|----------|----------|
| Management Fees - May 2025 | | 3,750.00 | 3,750.00 |
| Website Administration - May 2025 | | 100.00 | 100.00 |
| Information Technology - May 2025 | | 150.00 | 150.00 |
| Copies | | 10.35 | 10.35 |
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| Total | \$4,010.35 |
|------------------|------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$4,010.35 |
| | |

Community Development District

Funding Request #16

June 27, 2025

| | PAYEE | GEN | NERAL FUND |
|---|---|-----|--------------------|
| | | | FY25 |
| 1 | Governmental Management Services Inv# 26 - Management Fees - June 2025 | \$ | 4,015.54 |
| 3 | Kutak Rock LLP Inv# 3584671 - Boundary Amendment - April 2025 Inv# 3584670 - General Counsel - April 2025 | | 1,288.50 496.00 |
| | Total Funding Request | \$ | 5.800.04 |

Please make check payable to:

Acree Community Development District

475 West Town Place Ste 114 St Augustine FL 32092

Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

Invoice

Invoice #: 26

Invoice Date: 6/1/25 **Due Date:** 6/1/25

Case:

P.O. Number:

Bill To:

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

| Description | Hours/Qty | Rate | Amount |
|------------------------------------|--------------------------------|----------|----------|
| Management Fees - June 2025 | | 3,750.00 | 3,750.00 |
| Website Administration - June 2025 | TO PERSONAL PROPERTY OF STREET | 100.00 | 100.00 |
| nformation Technology - June 2025 | | 150.00 | 150.00 |
| Office Supplies | | 0.30 | 0.30 |
| Postage | | 1.94 | 1.94 |
| Copies | | 4.20 | 4.20 |
| Telephone | | 9.10 | 9.10 |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

| Total | \$4,015.54 |
|------------------|------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$4,015.54 |
| | |

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 30, 2025

TOTAL HOURS

Check Remit To:

Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470

Reference: Invoice No. 3584671 Client Matter No. 42123-5

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver Acree CDD c/o Governmental Management Services, LLC Suite 114 475 West Town Place St. Augustine, FL 32092

Invoice No. 3584671 42123-5

| Re: Boundary Amendment | | | | | | | | | | |
|--|--------------|------|--------|---|--|--|--|--|--|--|
| For Professional Legal Services Rendered | | | | | | | | | | |
| 04/18/25 | W. Haber | 0.50 | 180.00 | Confer with Holmes; review and revise petition | | | | | | |
| 04/18/25 | K. Jusevitch | 2.70 | 445.50 | Prepare draft petition, checklist and timeline memorandum regarding boundary amendment; confer with Haber | | | | | | |
| 04/21/25 | W. Haber | 0.20 | 72.00 | Prepare correspondence to Holmes regarding time line | | | | | | |
| 04/22/25 | W. Haber | 0.40 | 144.00 | Confer with Holmes regarding status; review petition | | | | | | |
| 04/22/25 | K. Jusevitch | 0.20 | 33.00 | Confer with Haber regarding boundary amendment | | | | | | |
| 04/29/25 | W. Haber | 0.60 | 216.00 | Review and revise petition to amend boundary | | | | | | |
| 04/29/25 | K. Jusevitch | 1.20 | 198.00 | Research boundary amendment documents and status; confer with Haber | | | | | | |

5.80

Acree CDD June 30, 2025 Client Matter No. 42123-5 Invoice No. 3584671 Page 2

TOTAL FOR SERVICES RENDERED

\$1,288.50

TOTAL CURRENT AMOUNT DUE

\$1,288.50

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 30, 2025

Check Remit To:

Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3584670 Client Matter No. 42123-1

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver Acree CDD c/o Governmental Management Services, LLC Suite 114 475 West Town Place St. Augustine, FL 32092

Invoice No. 3584670

42123-1

Re: General

For Professional Legal Services Rendered

| 03/03/25 | W. Haber | 0.20 | 72.00 | Confer with Laughlin regarding agenda for March meeting |
|----------|-----------|------|--------|---|
| 03/31/25 | W. Haber | 0.20 | 72.00 | Respond to auditor inquiry |
| 04/01/25 | P. Avrett | 0.40 | 64.00 | Coordinate response to auditor letter |
| 04/03/25 | W. Haber | 0.60 | 216.00 | Review and revise audit; confer with |
| 04/04/25 | W. Haber | 0.20 | 72.00 | Peregrino regarding same Confer with Laughlin regarding |
| | | | | revisions to audit |

TOTAL HOURS 1.60

TOTAL DUE

Acree CDD June 30, 2025 Client Matter No. 42123-1 Invoice No. 3584670 Page 2

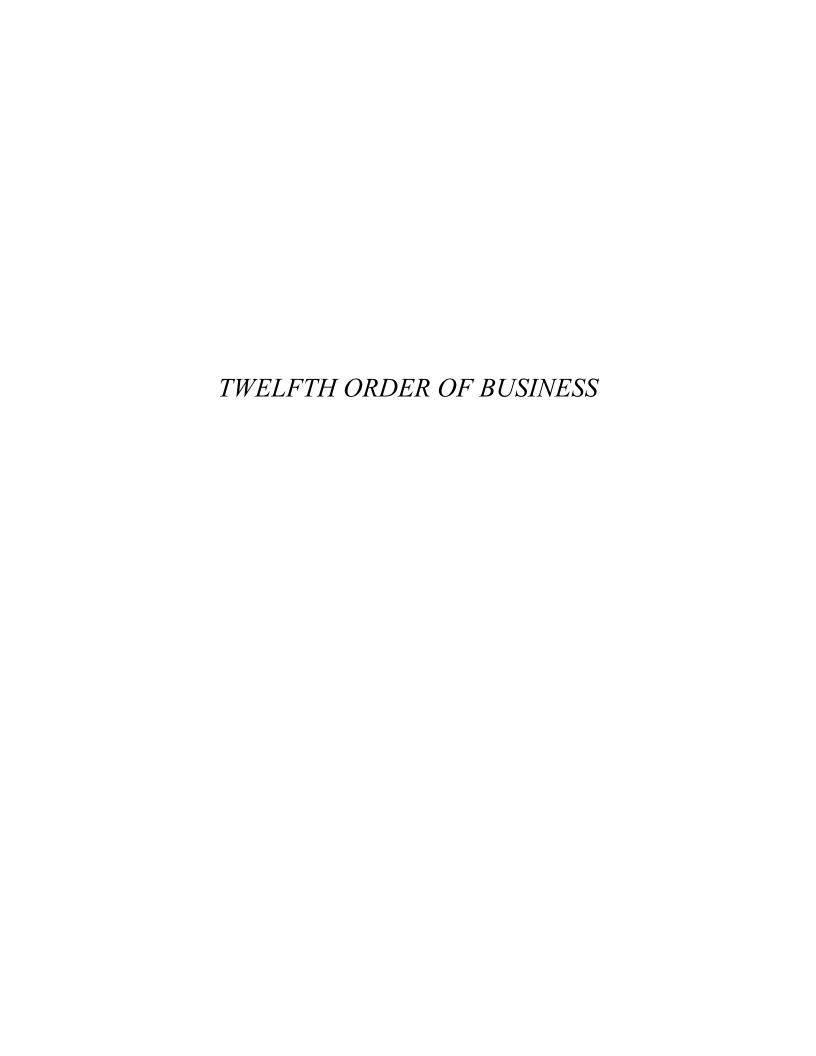
TOTAL FOR SERVICES RENDERED \$496.00

TOTAL CURRENT AMOUNT DUE \$496.00

UNPAID INVOICES:

April 28, 2025 Invoice No. 3555053 216.00

\$712.00



Community Development District

Funding Request #17

July 21, 2025

| - | PAYEE | GEN | IERAL FUND |
|---|--|-----|------------|
| | | | FY25 |
| 1 | Governmental Management Services Inv# 27 - Management Fees - July 2025 | \$ | 4,008.10 |
| | Total Funding Request | \$ | 4,008.10 |

Please make check payable to:

Acree Community Development District

475 West Town Place Ste 114 St Augustine FL 32092

Governmental Management Services, LLC

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

Invoice

Invoice #: 27

Invoice Date: 7/1/25

Due Date: 7/1/25

Case: P.O. Number:

Bill To:

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

| Description | Hours/Qty | Rate | Amount |
|--|-----------|----------|----------|
| Management Fees - July 2025 | | 3,750.00 | 3,750.00 |
| Website Administration - July 2025 | | 100.00 | 100.00 |
| Website Administration - July 2025 Information Technology - July 2025 | _ | 150.00 | 150.00 |
| Office Supplies | | 0.06 | 0.06 |
| Postage | | 1.38 | 1.38 |
| Copies | | 3.75 | 3.75 |
| Telephone | | 2.91 | 2.91 |
| | | | |
| | | | |
| | | | |
| | | | |
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| Total | \$4,008.10 |
|------------------|------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$4,008.10 |