

ARBOR PARK

PHASE 1

**COMMUNITY DEVELOPMENT
DISTRICT**

August 20, 2025

BOARD OF SUPERVISORS

**PUBLIC HEARING,
REGULAR MEETING AND
AUDIT COMMITTEE
MEETING AGENDA**

ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Arbor Park Phase 1 Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 13, 2025

ATTENDEES:

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

Board of Supervisors

Arbor Park Phase 1 Community Development District

Dear Board Members:

The Board of Supervisors of the Arbor Park Phase 1 Community Development District will hold a Public Hearing, Regular Meeting and Audit Committee Meeting on August 20, 2025 at 1:15 p.m., at the Fruitland Park Library, Palm Villa Room, 604 W. Berckman Street, Fruitland Park, Florida 34731. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2025-42, 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
4. Consideration of Budget Funding Agreement Fiscal Year 2026
5. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
6. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondent(s)
 - I. DiBartolomeo, McBee, Hartley & Barnes, P.A.
 - II. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
7. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting

8. Consider Recommendation of Audit Selection Committee
 - Award of Contract
9. Discussion: RFQ for Engineering Services
10. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
11. Consideration of Boundary and Name Change Amendment Items
 - A. Authorization of Agent
 - B. Resolution 2025-43, Directing District Staff to File a Request With the City of Fruitland Park to Change the Name of the District, and Authorizing Such Other Actions as are Necessary in Furtherance Thereof; and Providing an Effective Date
 - C. Resolution 2025-44, Directing the Chairman and District Staff to Request The Passage of an Ordinance By The City Commission of the City of Fruitland Park, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date
12. Consideration of Agreement between the Arbor Park Phase 1 Community Development District and Lawn Medic Landscaping and Irrigation LLC for Landscape and Irrigation Maintenance Services
13. Acceptance of Unaudited Financial Statement as of June 30, 2025
14. Approval of April 29, 2025 Special Meeting Minutes
15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Halff and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2025
 - Property Insurance on Vertical Assets
 - Form 1 Submission and Ethics Training

- Hard Copy Agendas vs Tablets
- NEXT MEETING DATE: September 17, 2025 at 1:15 PM
 - QUORUM CHECK

SEAT 1	GARY FARCUS	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	STEVE SUTTER	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	ELIZABETH PORTER	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	KEITH SWAN	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	CARLOS SILVA	☐	IN PERSON	☐	PHONE	☐	NO

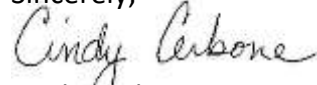
16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

3A

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared

ALLAN LOVELL

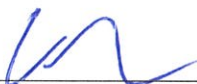
who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #1262769**

in the matter of **NOTICE OF PUBLIC HEARINGS** was published in said newspaper in the issue(s) of

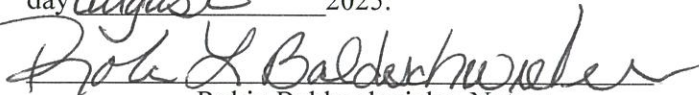
August 1, 2025

August 8, 2025

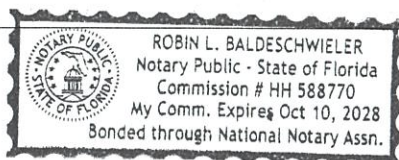
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; 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.


(Signature Of Affiant)

Sworn to and subscribed before me this 8
day August 2025.


Robin Baldeschwieler, Notary

Personally Known _____ or
Production Identification _____
Type of Identification Produced _____



Attach Notice Here

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT
DISTRICT NOTICE OF
PUBLIC HEARING TO
CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2026
PROPOSED BUDGET(S);
AND NOTICE OF REGULAR
BOARD OF SUPERVISORS'
MEETING.**

The Board of Supervisors ("Board") of the Arbor Park Phase 1 Community Development District ("District") will hold a public hearing and regular meeting as follows:
DATE: August 20, 2025
TIME: 1:15 P.M.
LOCATION: Fruitland Park Library, Palm Villa Room
604 W. Berckman Street
Fruitland Park, Florida 34731

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above

time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone (561) 571-0010 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

**#01262769 August 1, 2025
August 8, 2025**

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-42
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE ARBOR PARK PHASE 1 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 Arbor Park Phase 1 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 will post the Proposed Budget on the District’s website in accordance with Chapter 189, *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 ARBOR PARK PHASE 1 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 Arbor Park Phase 1 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 Chapter 189, *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 Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED AND ADOPTED THIS 20TH DAY OF AUGUST, 2025.

ATTEST:

**ARBOR PARK PHASE 1 COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Exhibit A: FY 2026 Budget

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
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**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Proposed Budget
REVENUES	
Landowner contribution	\$ 294,606
Total revenues	<u>294,606</u>
EXPENDITURES	
Professional & administrative	
Management/accounting/recording ⁴	48,000
Legal	25,000
Engineering	5,000
Audit	5,500
Arbitrage rebate calculation ¹	500
Dissemination agent ²	2,000
Trustee ³	5,000
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	1,750
Annual special district fee	175
Insurance	6,000
Contingencies/bank charges	1,750
Website	
Hosting & maintenance	705
ADA compliance	210
Total professional & administrative	<u>102,790</u>

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	<u>Proposed Budget</u>
Field operations	
Management	5,000
Stormwater management	
Dry pond maintenance contract	8,000
Wet pond maintenance	-
Wet pond erosion repairs	-
Conservation area maintenance	4,200
Streetlighting	42,000
Entry monument and features	
Electricity	2,500
Pressure washing, painting and maintenance	2,000
Landscape maintenance	
Maintenance contract	30,000
Plant replacement	7,500
Irrigation repairs	5,000
Irrigation water	12,316
Arbor care	5,000
Parks	
Pressure washing	1,500
Park and trail services	2,500
Repairs and maintenance	5,000
Amenity complex	
Pool maintenance contract	11,000
Repairs and maintenance	5,000
Electricity	6,000
Insurance	10,000
Phone/ cable / internet	1,500
Water/ sewer/ propane	1,500
Janitorial	7,500
Security amenity center	2,000
Pest control	1,800
Permits/ licenses	1,000
Supplies	2,000
Contingences	10,000
Total field operations	<u>191,816</u>
Total expenditures	<u>294,606</u>
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	<u>\$ -</u>

¹This expense will be realized the year after the issuance of bonds.

²This expense will be realized when bonds are issued

³This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

⁴WHA will charge a reduced management fee of a \$2,000 per month until bonds are issued.

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording ⁴	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community	
Legal	25,000
General counsel and legal representation, which includes issues relating to public	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books,	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the	
Trustee	5,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,000
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,750
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	210
Management	5,000
Field operations management, contract preparation and administration, quality control.	
Stormwater management	
Dry pond maintenance contract	8,000
Mowing and minimal weed spray around drainage structures. Mowing is bi-weekly 6	
Wet pond maintenance	-
Review and treatment once a month, as needed, for non-beneficial plant materials and	
Wet pond erosion repairs	-
Intended to cover periodic localized wet pond bank repairs.	
Conservation area maintenance	4,200
Exotic/ invasive plant species	
Streetlighting	42,000
Assumed to be a pole/ power/maint lease agreement with local provider assuming 100	

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Entry monument and features	
Electricity	2,500
Intended to provide for power to the entry monument/features landscape and	
Pressure washing, painting and maintenance	2,000
Covers routine repairs and maintenance as well as annual pressure washing and	
Landscape maintenance	
Maintenance contract	30,000
All inclusive, including 40 mows, fert/chemical, irrigation checks, mulch once annually,	
Plant replacement	7,500
Intended to cover periodic replacement of landscape plants that are underperforming	
Irrigation repairs	5,000
Intended to cover periodic repairs to the sprinkler systems delivering irrigation water to	
Irrigation water	12,316
Assumes irrigating with reclaimed water, 26 watering weeks a year at 3/4" application	
Arbor care	5,000
Covers cost associated with annual palm and tree pruning in maintained areas.	
Parks	
Pressure washing	1,500
Annual pressure washing of benches, hard surfaces and paths.	
Park and trail services	2,500
Weekly trash and trash receptacle pick-up and removal (likely performed by	
Repairs and maintenance	5,000
Periodic repairs to benches and trail surfaces.	
Amenity complex	
Pool maintenance contract	11,000
Anticipates 3 days a week chemistry check and adjustment/ 2 days a week cleaning.	
Repairs and maintenance	5,000
Pools/ structures/systems. Includes pressure wash all surfaces once annually.	
Electricity	6,000
Includes restroom, pool and parking lot lighting assumes POOL NOT HEATED	
Insurance	10,000
Specific to amenity complex properties and additional liability.	
Phone/ cable / internet	1,500
Basic package for credential entry system and wi-fi package.	
Water/ sewer/ propane	1,500
Assumes the pool will not be heated.	
Janitorial	7,500
3 days a week including restrooms, lanai and recreation areas.	
Security amenity center	2,000
ADT type of building camera/ sensor monitoring services and credential entry system	
Pest control	1,800
Once a month.	
Permits/ licenses	1,000
Annual Health Dept.	
Supplies	2,000
Miscellaneous supplies.	
Contingences	10,000
Total expenditures	<u><u>\$ 294,606</u></u>

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2025A-1
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 233,330
Total revenues	-	-	-	-	233,330
EXPENDITURES					
Debt service					
Principal	-	-	-	-	45,000
Interest	-	-	-	-	184,829
Underwriter's discount	-	-	64,200	64,200	-
Cost of issuance	-	-	81,716	81,716	-
Total expenditures	-	-	145,916	145,916	229,829
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(145,916)	(145,916)	3,501
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	469,561	469,561	-
Total other financing sources/(uses)	-	-	469,561	469,561	-
Net increase/(decrease) in fund balance	-	-	323,645	323,645	3,501
Fund balance:					
Beginning fund balance (unaudited)	-	-	-	-	323,645
Ending fund balance (projected)	\$ -	\$ -	\$ 323,645	\$ 323,645	327,146
Use of fund balance:					
Debt service reserve account balance (required)					(233,330)
Interest expense - November 1, 2026					(93,418)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 398

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			90,314.33	90,314.33	3,210,000.00
05/01/26	45,000.00	4.875%	94,515.00	139,515.00	3,165,000.00
11/01/26			93,418.13	93,418.13	3,165,000.00
05/01/27	45,000.00	4.875%	93,418.13	138,418.13	3,120,000.00
11/01/27			92,321.25	92,321.25	3,120,000.00
05/01/28	45,000.00	4.875%	92,321.25	137,321.25	3,075,000.00
11/01/28			91,224.38	91,224.38	3,075,000.00
05/01/29	50,000.00	4.875%	91,224.38	141,224.38	3,025,000.00
11/01/29			90,005.63	90,005.63	3,025,000.00
05/01/30	50,000.00	4.875%	90,005.63	140,005.63	2,975,000.00
11/01/30			88,786.88	88,786.88	2,975,000.00
05/01/31	55,000.00	4.875%	88,786.88	143,786.88	2,920,000.00
11/01/31			87,446.25	87,446.25	2,920,000.00
05/01/32	55,000.00	4.875%	87,446.25	142,446.25	2,865,000.00
11/01/32			86,105.63	86,105.63	2,865,000.00
05/01/33	60,000.00	5.875%	86,105.63	146,105.63	2,805,000.00
11/01/33			84,343.13	84,343.13	2,805,000.00
05/01/34	65,000.00	5.875%	84,343.13	149,343.13	2,740,000.00
11/01/34			82,433.75	82,433.75	2,740,000.00
05/01/35	70,000.00	5.875%	82,433.75	152,433.75	2,670,000.00
11/01/35			80,377.50	80,377.50	2,670,000.00
05/01/36	70,000.00	5.875%	80,377.50	150,377.50	2,600,000.00
11/01/36			78,321.25	78,321.25	2,600,000.00
05/01/37	75,000.00	5.875%	78,321.25	153,321.25	2,525,000.00
11/01/37			76,118.13	76,118.13	2,525,000.00
05/01/38	80,000.00	5.875%	76,118.13	156,118.13	2,445,000.00
11/01/38			73,768.13	73,768.13	2,445,000.00
05/01/39	85,000.00	5.875%	73,768.13	158,768.13	2,360,000.00
11/01/39			71,271.25	71,271.25	2,360,000.00
05/01/40	90,000.00	5.875%	71,271.25	161,271.25	2,270,000.00
11/01/40			68,627.50	68,627.50	2,270,000.00
05/01/41	95,000.00	5.875%	68,627.50	163,627.50	2,175,000.00
11/01/41			65,836.88	65,836.88	2,175,000.00
05/01/42	100,000.00	5.875%	65,836.88	165,836.88	2,075,000.00
11/01/42			62,899.38	62,899.38	2,075,000.00
05/01/43	110,000.00	5.875%	62,899.38	172,899.38	1,965,000.00
11/01/43			59,668.13	59,668.13	1,965,000.00
05/01/44	115,000.00	5.875%	59,668.13	174,668.13	1,850,000.00
11/01/44			56,290.00	56,290.00	1,850,000.00
05/01/45	120,000.00	5.875%	56,290.00	176,290.00	1,730,000.00
11/01/45			52,765.00	52,765.00	1,730,000.00
05/01/46	130,000.00	6.100%	52,765.00	182,765.00	1,600,000.00
11/01/46			48,800.00	48,800.00	1,600,000.00
05/01/47	140,000.00	6.100%	48,800.00	188,800.00	1,460,000.00
11/01/47			44,530.00	44,530.00	1,460,000.00
05/01/48	145,000.00	6.100%	44,530.00	189,530.00	1,315,000.00
11/01/48			40,107.50	40,107.50	1,315,000.00
05/01/49	155,000.00	6.100%	40,107.50	195,107.50	1,160,000.00

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49			35,380.00	35,380.00	1,160,000.00
05/01/50	165,000.00	6.100%	35,380.00	200,380.00	995,000.00
11/01/50			30,347.50	30,347.50	995,000.00
05/01/51	175,000.00	6.100%	30,347.50	205,347.50	820,000.00
11/01/51			25,010.00	25,010.00	820,000.00
05/01/52	185,000.00	6.100%	25,010.00	210,010.00	635,000.00
11/01/52			19,367.50	19,367.50	635,000.00
05/01/53	200,000.00	6.100%	19,367.50	219,367.50	435,000.00
11/01/53			13,267.50	13,267.50	435,000.00
05/01/54	210,000.00	6.100%	13,267.50	223,267.50	225,000.00
11/01/54			6,862.50	6,862.50	225,000.00
05/01/55	225,000.00	6.100%	6,862.50	231,862.50	-
11/01/55					
Total	3,210,000.00		3,796,230.69	7,006,230.69	

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2025A-2
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 305,039
Total revenues	-	-	-	-	305,039
EXPENDITURES					
Debt service					
Principal	-	-	-	-	-
Interest	-	-	-	-	298,259
Underwriter's discount	-	-	106,100	106,100	-
Cost of issuance	-	-	135,049	135,049	-
Total expenditures	-	-	241,149	241,149	298,259
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(241,149)	(241,149)	6,780
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	691,926	691,926	-
Total other financing sources/(uses)	-	-	691,926	691,926	-
Net increase/(decrease) in fund balance	-	-	450,777	450,777	6,780
Fund balance:					
Beginning fund balance (unaudited)	-	-	-	-	450,777
Ending fund balance (projected)	\$ -	\$ -	\$ 450,777	\$ 450,777	457,557
Use of fund balance:					
Debt service reserve account balance (required)					(305,038)
Interest expense - November 1, 2026					(152,519)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ -

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025A-2 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			145,740.14	145,740.14	5,305,000.00
05/01/26			152,518.75	152,518.75	5,305,000.00
11/01/26			152,518.75	152,518.75	5,305,000.00
05/01/27			152,518.75	152,518.75	5,305,000.00
11/01/27			152,518.75	152,518.75	5,305,000.00
05/01/28			152,518.75	152,518.75	5,305,000.00
11/01/28			152,518.75	152,518.75	5,305,000.00
05/01/29			152,518.75	152,518.75	5,305,000.00
11/01/29			152,518.75	152,518.75	5,305,000.00
05/01/30			152,518.75	152,518.75	5,305,000.00
11/01/30			152,518.75	152,518.75	5,305,000.00
05/01/31			152,518.75	152,518.75	5,305,000.00
11/01/31			152,518.75	152,518.75	5,305,000.00
05/01/32			152,518.75	152,518.75	5,305,000.00
11/01/32			152,518.75	152,518.75	5,305,000.00
05/01/33			152,518.75	152,518.75	5,305,000.00
11/01/33			152,518.75	152,518.75	5,305,000.00
05/01/34			152,518.75	152,518.75	5,305,000.00
11/01/34			152,518.75	152,518.75	5,305,000.00
05/01/35	5,305,000.00	5.750%	152,518.75	5,457,518.75	-
Total	5,305,000.00		3,043,596.39	8,348,596.39	

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Landowner Contribution (GF) and Off-Roll DS Assessments					
		FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessments per Unit	FY 2025 Total Assessment per Unit
Product/Parcel	Units				
Single-family 50'	147	\$ -	\$ 1,393.85	\$ 1,393.85	n/a
Single-family 60'	10	-	1,672.61	1,672.61	n/a
Single-family 70'	6	-	1,951.38	1,951.38	n/a
Total	163				

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

4

BUDGET FUNDING AGREEMENT
FISCAL YEAR 2026

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

Arbor Park Phase 1 Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, ("**District**"), and is located in the City of Fruitland Park, Florida ("**County**"), and

Garden Street Communities Southeast, 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:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding 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.

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

Attest:

**Arbor Park Phase 1 Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

Garden Street Communities Southeast, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

EXHIBIT A: FY 2026 Budget

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

6A

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared

ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #1263103**

in the matter of **NOTICE OF REQUEST**

was published in said newspaper in the issue(s) of

July 31, 2025

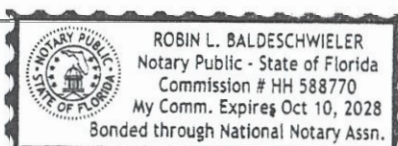
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; 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.

(Signature Of Affiant)

Sworn to and subscribed before me this 31
day July 2025.

Robin Baldeschwieler
Robin Baldeschwieler, Notary

Personally Known _____ or
Production Identification _____
Type of Identification Produced _____



Attach Notice Here

ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Arbor Park Phase 1 Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Fruitland Park, Lake County, Florida, and has an annual operating budget of approximately \$74,507. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 30, 2026.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic and one (1) unbound copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Arbor Park Phase 1 Community Development District." Proposals must be received by 12:00 p.m., on August 8, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

#01263103

July 31, 2025

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

6B

**ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Arbor Park Phase 1 Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Fruitland Park, Lake County, Florida, and has an annual operating budget of approximately \$74,507. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 30, 2026.

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District Manager

Arbor Park Phase 1 Community Development District

Request for Proposals

District Auditing Services for Fiscal Year 2025

City of Fruitland Park, Lake County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **August 8, 2025, at 12:00 p.m.**, at the offices of District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Arbor Park Phase 1 Community Development District" on the face of it. **Pricing for each additional bond issuance is required.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet, and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* (20 Points)

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

4. Ability to Furnish the Required Services. (20 Points)

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

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

6C1

Arbor Park Phase 1 Community Development District

Proposer

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Certified Public Accountants

**2222 Colonial Road, Suite 200
Fort Pierce, Florida 34950
(772) 461-8833**

**591 SE Port St. Lucie Boulevard
Port Saint Lucie, Florida 34984
(772) 878-1952**

Contact:

**Jim Hartley, CPA
Principal**

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Arbor Park Phase 1
Community Development District
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Arbor Park Phase 1 Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

Proven Track Record—Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

Experience—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

Timeliness – In order to meet the Districts needs, we will perform interim internal control testing by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

Communication and Knowledge Sharing— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

A handwritten signature in black ink that reads "DiBartolomeo, McBee, Hartley & Barnes". The script is cursive and fluid, with the names connected together.

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

PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

Jim Hartley, CPA – Engagement Partner (resume attached)
Will assist in the field as main contact

Jay McBee, CPA – Technical Reviewer (resume attached)

Christine Kenny, CPA – Senior (resume attached)

Jim Hartley

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

Education and Registrations

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

Recent Engagements

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

Education and Registrations

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

Christine M. Kenny, CPA
Senior Staff – DiBartolomeo, McBee, Hartley & Barnes

Experience and training

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

Education and Registrations

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

ADDITIONAL DATA

➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

ADDITIONAL DATA (CONTINUED)

➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

This evaluation includes:

- System hardware and software
- Organization and administration
- Access

Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	Jim Hartley			√	250-300
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	Mark Barnes		√	√	800
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	Jim Hartley	√	√	√	600
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	Jim Hartley			√	100
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	Jay McBee				60
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	Jay McBee				60
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	Jim Hartley			√	350
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50

TECHNICAL APPROACH

a. *An Express Agreement to Meet or Exceed the Performance Specifications.*

1. The audit will be conducted in compliance with the following requirements:
 - a. Rules of the Auditor General for form and content of governmental audits
 - b. Regulations of the State Department of Banking and Finance
 - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1st of the following year. In order to ensure this we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

b. A Tentative Schedule for Performing the Key phases of the Audit

Audit Phase and Tasks	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
<i>I. Planning Phase:</i>							
Meetings and discussions with Arbor Park Phase 1 Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
<i>II. Detailed Audit Phase:</i>							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
<i>III. Closing Phase:</i>							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
<i>IV. Reporting Phase:</i>							
Review or assist in preparation of financial statement for Arbor Park Phase 1 Community Development District							
Prepare management letter and other special reports							
Exit conference with Arbor Park Phase 1 Community Development District officials and management							
Delivery of final reports							

b. SPECIFIC AUDIT APPROACH

Our partners are not strangers who show up for an entrance conference and an exit conference. We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

Planning Phase

Meetings and Expectations:

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Arbor Park Phase 1 Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

Review Operations and Develop Engagement Plan

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

Study and Evaluate Internal Control

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

Conduct Preliminary Analytical Review

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

Detailed Audit Phase

Conduct Final Risk Assessment and Prepare Audit Programs

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

Perform Substantive Tests of Account Balances

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

Perform Statutory Compliance Testing

We have developed audit programs for Arbor Park Phase 1 Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

Reporting Phase

Financial Statement Preparation

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

Management Letters

We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

Exit Conferences and Delivery of Reports

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

PROPOSED AUDIT FEE

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Arbor Park Phase 1 Community Development District as follows:

September 2025	\$ 3,100
September 2026	\$ 3,200 (Optional)
September 2027	\$ 3,300 (Optional)
September 2028	\$ 3,400 (Optional)
September 2029	\$ 3,500 (Optional)

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If bonds are issued the fee would increase by \$1,250. The fee for subsequent annual renewals would be agreed upon separately.

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

6C11



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

ARBOR PARK PHASE 1 **COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: August 8, 2025
12:00PM

Submitted to:

Arbor Park Phase 1
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

August 8, 2025

Arbor Park Phase 1 Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2025, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to Arbor Park Phase 1 Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team

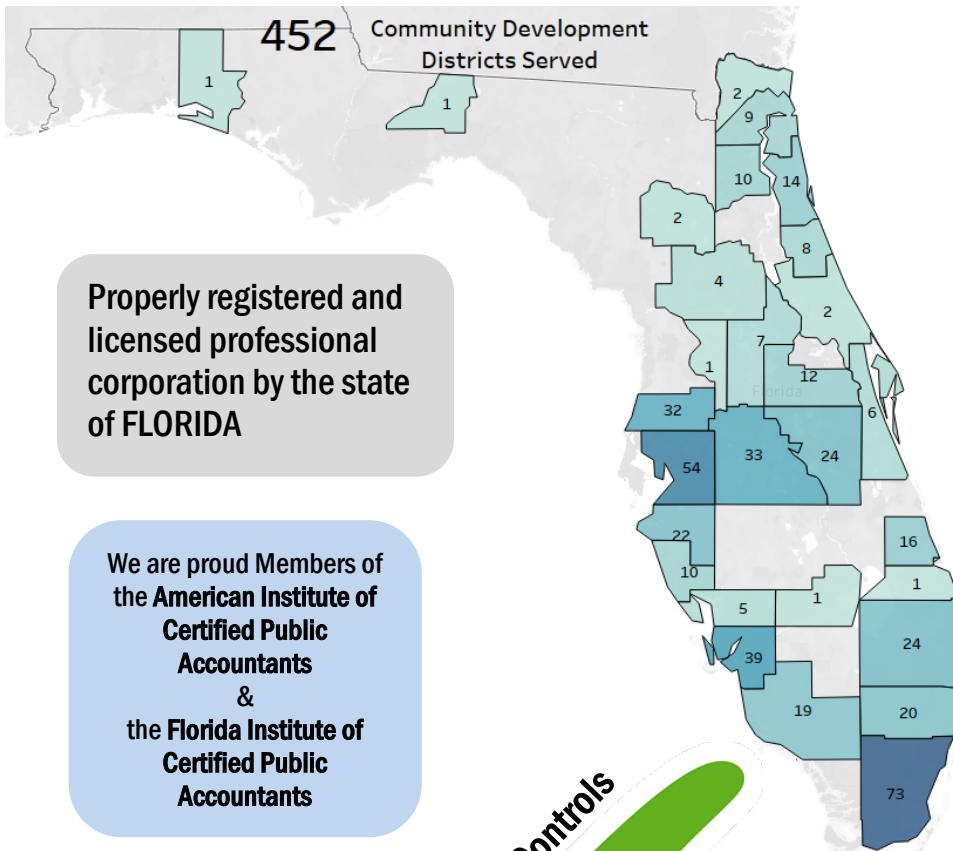


3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded



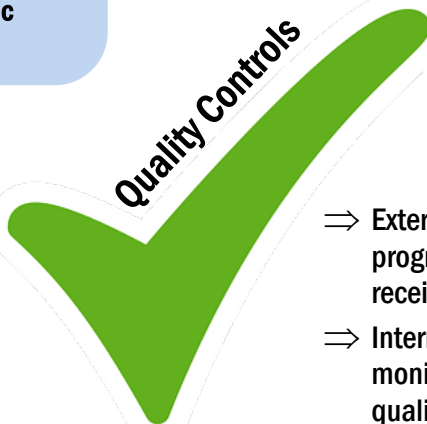
Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Services Provided



Quality Controls



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

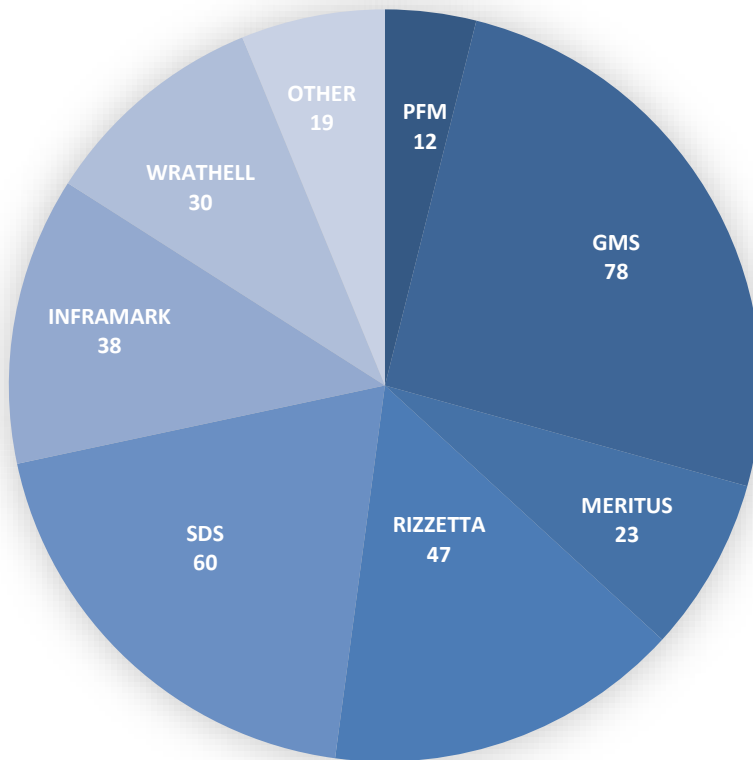
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

40 hours; Accounting,

Auditing and Other:

53 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

64 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

-David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	<u>53</u>
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts Aid to Victims of Domestic Abuse Boca Raton Airport Authority Broward Education Foundation CareerSource Brevard CareerSource Central Florida 403 (b) Plan City of Lauderdale GERS City of Parkland Police Pension Fund City of Magnolia Island GERS Coquina Water Control District Central County Water Control District City of Miami (program specific audits) City of West Park Coquina Water Control District East Central Regional Wastewater Treatment Fac. East Naples Fire Control & Rescue District	Hispanic Human Resource Council Loxahatchee Groves Water Control District Old Plantation Water Control District Pinetree Water Control District San Carlos Park Fire & Rescue Retirement Plan South Indian River Water Control District South Trail Fire Protection & Rescue District Town of Haverhill Town of Hypoluxo Town of Hillsboro Beach Town of Lantana Town of Lauderdale By-The-Sea Volunteer Fire Pension Town of Pembroke Park Village of Wellington Village of Golf
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Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2027 are as follows:

Year Ended September 30,	Fee
2025	\$2,800
2026	\$2,900
2027	<u>\$3,000</u>
TOTAL (2025-2027)	<u>\$8,700</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

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Current
Arbitrage
Calculations

We look forward to providing **Arbor Park Phase 1 Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

6D

ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
DiBartolomeo, McBee, Hartley & Barnes						
Grau & Associates						

NOTES:

Completed by: _____
Board Member's Signature

Printed Name of Board Member

Date: _____

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

9

August 14, 2025

Conflict of Interest Waiver

Halff Associates, Inc.

Regarding Work with:

Garden Street Communities Southeast, LLC

and

Arbor Park Phase 1 Community Development District

Background

Halff Associates, Inc. (“Halff”) has been engaged to provide professional engineering services to both Garden Street Communities Southeast, LLC (“Garden Street”) in relation to its Arbor Park development project located in Fruitland Park, Florida while also serving as Interim District Engineer for the Arbor Park Phase 1 Community Development District (“District”).

Waiver of Conflict

By signing below, each party hereby waives any actual or potential conflict of interest arising from Halff’s simultaneous provision of engineering services to both Garden Street and District in connection with the Arbor Park development project.

Each party agrees that Halff may continue to provide services to both parties, and that Halff will act in a manner consistent with its professional obligations.

Reservation of Rights

Notwithstanding this waiver, each party reserves the right to terminate Halff’s services at any time, subject to the terms of any applicable agreement.

Each party acknowledges that Halff reserves the right to withdraw from representation if, in its sole discretion, a conflict becomes unmanageable, if continued representation would violate applicable law or professional standards. Additionally each party acknowledges that, if Halff is retained as the District’s permanent District Engineer through the RFP process, Halff intends to withdraw from such a role once the District’s Board of Supervisors is turned over to resident

control.

Acknowledgement and Acceptance

By signing below, the undersigned represent and warrant that they are authorized to execute this waiver on behalf of their respective entities, and that they have read and understood the terms of this waiver.

**ARBOR PARK PHASE 1 COMMUNITY
DEVELOPMENT DISTRICT**

**GARDEN STREET COMMUNITIES
SOUTHEAST, LLC**

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

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ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) 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 two (2) regular board meetings was 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 statute on at least two mediums (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 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

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 and 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 website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently 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 said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD 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 ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

11B

RESOLUTION 2025-43

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT DIRECTING DISTRICT STAFF TO FILE A REQUEST WITH THE CITY OF FRUITLAND PARK TO CHANGE THE NAME OF THE DISTRICT, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Arbor Park Phase 1 Community Development District (“District”) is a unit of special-purpose government established December 12, 2024 pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by the City Commission of the City of Fruitland Park, Florida by passage of Ordinance 2024-013 (“Ordinance”); and

WHEREAS, Section 3 of the Ordinance provides that the name of the District shall be “Arbor Park Phase 1 Community Development District”; and

WHEREAS, Garden Street Communities Southeast, LLC a Florida limited liability company (“Developer”), is the owner of and is presently developing real property within the District; and

WHEREAS, the Developer has approached the District and requested the District seek to change its name to “Arbor Park Community Development District,” in an effort to facilitate the development of the overall lands and marketability of the same;

WHEREAS, the proposed name change request is in the best interests of the District as it will eliminate confusion as all phases of the development will be included in the District; and

WHEREAS, in order to seek a change in the District’s name, the District desires to authorize District Staff, including legal and managerial staff, to provide such services as are necessary throughout the pendency of the name change process; and

WHEREAS, the District desires to formally request that the City Commission of the City of Fruitland Park consider as an agenda item during a regularly scheduled meeting changing the name of the District from the “Arbor Park Phase 1 Community Development District” to the “Arbor Park Community Development District” and to effectuate the name change by amending the District’s establishment ordinance, City Ord. No. 2024-013, and such other actions as are necessary in furtherance of the name change process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs District Staff to proceed in an expeditious manner with the transmittal of this Resolution to the City. This Resolution shall serve as the District's formal request to the City that the District's name be changed from the "Arbor Park Phase 1 Community Development District" to the "Arbor Park Community Development District."

SECTION 3. The District further authorizes District Staff and Chairperson to take any additional action as may be required to effectuate the change in name of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 20th day of August, 2025.

ATTEST:

**ARBOR PARK PHASE 1 COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

11C

RESOLUTION 2025-44

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Arbor Park Phase 1 Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and the City of Fruitland Park Ordinance No. 2024-013 ("**Ordinance**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 66.47 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with the City of Fruitland Park, Florida, as necessary to seek the amendment of the District's boundaries and to add those lands depicted in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Fruitland Park, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

[CONTINUED ON NEXT PAGE]

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 20th day of August, 2025.

ATTEST:

**ARBOR PARK PHASE 1 COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of Boundary Amendment Parcel

Exhibit A:
Legal Description of Boundary Amendment Parcel

ARBOR PARK PHASES 2 & 3

THE NORTH 726 FEET OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH 594 FEET OF THE W 1/2 OF NE 1/4 OF NE 1/4 SECTION 16, TOWNSHIP 19, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 756 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND

THAT PORTION OF BLOCK 46 IN THE TOWN OF FRUITLAND PARK, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF BLOCK 46 (S 1/4 OF SECTION 9, TOWNSHIP 19 S., RANGE 24 EAST, LAKE COUNTY, FLORIDA); RUN THENCE SOUTH 89° 46' 00" EAST ALONG THE SOUTH LINE OF BLOCK 46 FOR 400 FEET; RUN THENCE NORTH 00° 26' 10" EAST FOR 582.55 FEET; RUN THENCE NORTH 89° 33' 50" EAST FOR 36 FEET; RUN THENCE NORTH 00° 26' 10" EAST FOR 396.36 FEET TO THE NORTH LINE OF SAID BLOCK 46; RUN THENCE NORTH 89° 29' 50" WEST ALONG NORTH LINE OF SAID BLOCK 46 FOR 433.48 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 46; RUN THENCE SOUTH 00° 35' 00" EAST ALONG WEST LINE OF SAID BLOCK 46 FOR 980.70 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF LOTS 1, 2 AND 3, BLOCK 46, TOWN OF FRUITLAND PARK, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF BLOCK 46, RUN EAST 400 FEET TO POINT OF BEGINNING; NORTH 582.55 FEET, EAST 36 FEET, NORTH 396.36 FEET TO NORTH LINE OF BLOCK 46, EAST TO NORTHEAST CORNER OF BLOCK 46, SOUTH TO SOUTHEAST CORNER BLOCK 46, WEST TO POINT OF BEGINNING, SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT: COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID BLOCK 46 (ALSO BEING THE SOUTH 1/4 CORNER OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST); THENCE SOUTH 89° 43' 16" EAST, ALONG THE SOUTH LINE OF BLOCK 46, A DISTANCE OF 400.00 FEET; THENCE NORTH 00° 26' 56" EAST, 342.53 FEET, FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE NORTH 00° 26' 56" EAST, 239.91 FEET; THENCE SOUTH 89° 33' 50" EAST, 36.00 FEET; THENCE NORTH 00° 25' 26" EAST 396.16 FEET, TO THE SOUTH LINE OF URICK STREET (A 50 FOOT RIGHT-OF-WAY); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89° 30' 00" EAST, 400.00 FEET; THENCE SOUTH 00° 26' 10" WEST, 629.00 FEET THENCE SOUTH 89° 33' 50" WEST, 436.00 FEET, TO THE POINT OF BEGINNING.

AND

W 1/2 OF NE 1/4; N 1/2 OF SE 1/4 OF NE 1/4, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 50 FEET THEREOF AND LESS COUNTY ROAD RIGHT OF WAY.

LESS AND EXCEPT:

THAT PORTION OF THE SOUTH 3/4 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4999, PAGES 1998-1999, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 468 AS SHOWN ON MAP BOOK 6, PAGE 150, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN S 89° 15' 46" E, ALONG SAID NORTH LINE, A DISTANCE OF 300.00 FEET; THENCE LEAVING SAID NORTH LINE RUN S 00° 51' 09" W, A DISTANCE OF 420.52 FEET; THENCE N 89° 25' 43" W, A DISTANCE OF 300.00 FEET, TO THE SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE N 00° 51' 09" E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 421.39 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THAT PORTION OF THE SOUTH 3/4 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4999, PAGES 1998-1999, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 468 AS SHOWN ON MAP BOOK 6, PAGE 150, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE NORTH LINE OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN S 00° 51' 09" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 521.39 FEET FOR THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT OF WAY LINE RUN S 89° 25' 43" E, A DISTANCE OF 998.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°11' 51" AN ARC DISTANCE OF 133.33 FEET TO THE POINT A TANGENCY; THENCE S 51° 13' 51" E, A DISTANCE OF 211.21 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S 00° 58' 09" W, ALONG SAID EAST LINE, A DISTANCE OF 249.11 FEET, TO THE SOUTHEAST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4999, PAGES 1998-1999; THENCE LEAVING SAID EAST LINE RUN N 89° 22' 43" W, ALONG THE SOUTH LINE OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4999, PAGES 1998-1999, A DISTANCE OF 1288.71 FEET TO AN INTERSECTION WITH THE SAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE N 00° 51' 09" E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 421.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THAT PART OF BLOCK 46, PLAN OF FRUITLAND PARK, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THAT PART OF THE NORTH 1/2 OF SECTION 16, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N89°19'17"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 657.37 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 AND THE POINT OF BEGINNING; THENCE S00°55'00"W ALONG SAID EAST LINE FOR 1316.62 FEET TO THE SOUTH LINE OF THE SOUTH 50.00 FEET OF THE EAST 1/2 OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°25'38"E ALONG SAID SOUTH LINE FOR 657.78 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE S00°53'57"W ALONG SAID EAST LINE FOR 657.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE N89°28'49"W ALONG SAID SOUTH LINE FOR 1315.97 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE S00°56'03"W ALONG SAID EAST LINE FOR 658.92 FEET TO THE EAST-WEST CENTER SECTION LINE FOR SAID SECTION 16; THENCE N89°32'00"W ALONG SAID EAST-WEST CENTER SECTION LINE FOR 1316.38 FEET TO THE NORTH-SOUTH CENTER SECTION LINE FOR SAID SECTION 16; THENCE N00°58'09"E ALONG SAID NORTH-SOUTH CENTER SECTION LINE FOR 687.67 FEET; THENCE DEPARTING SAID NORTH-SOUTH CENTER SECTION LINE, S89°25'43"E FOR 1386.10 FEET; THENCE N00°34'17"E FOR 125.00 FEET; THENCE N89°25'43"W FOR 112.58 FEET; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 107.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 112.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF NON TANGENT; THENCE N00°34'17"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE, FROM A RADIAL LINE WHICH BEARS S00°34'17"W, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°34'17"E FOR 100.00 FEET; THENCE N89°25'43"W FOR 121.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 825.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°42'00" FOR A DISTANCE OF 499.64 FEET TO THE POINT OF TANGENCY; THENCE N54°43'43"W FOR 324.28 FEET; THENCE N52°29'30"E FOR 24.32 FEET; THENCE S89°25'43"E FOR 800.00 FEET; THENCE N00°34'17"E FOR 125.00 FEET; THENCE S89°25'43"E FOR 13.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'57" FOR A DISTANCE OF 39.41 FEET TO THE POINT OF TANGENCY (SAID POINT BEING ON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5598, PAGE 2322, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO BEING THE EASTERLY LINE OF AFORESAID BLOCK 46 OF PLAN OF FRUITLAND PARK AND THE WESTERLY RIGHT OF WAY LINE FOR WILDER STREET); THENCE S00°53'14"W ALONG SAID EASTERLY LINE OF THAT CERTAIN PARCEL, THE EASTERLY LINE OF BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR 115.33 FEET TO THE SOUTHERLY LINE OF SAID PLAN OF FRUITLAND PARK AND THE SAID NORTH LINE OF SAID SECTION 16; THENCE S89°19'17"E ALONG SAID SOUTHERLY LINE OF PLAN OF FRUITLAND PARK AND NORTH LINE OF SAID SECTION 16 FOR 687.37 FEET TO THE POINT OF BEGINNING.

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

12

**AGREEMENT BETWEEN THE ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT
AND LAWN MEDIC LANDSCAPING AND IRRIGATION LLC FOR LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 20th day of August, 2025, by and between:

Arbor Park Phase 1 Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Fruitland Park, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

Lawn Medic Landscaping and Irrigation LLC, a Florida limited liability company, with a mailing address of 4827 Beauchamp Rd, Plant City, FL 33563 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance adopted by City of Fruitland Park, Florida; and

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

WHEREAS, the District owns, operates and maintains certain landscape and irrigation (“Facilities”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide **landscape and irrigation** maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. INCORPORATION OF 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. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The scope, duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Seven Thousand Seven Hundred and Seventy-Five Dollars (\$7,775.00) per month. The term of this Agreement shall be from September 1, 2025 through September 30, 2026 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's

Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with

respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 7. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 10. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 11. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination

of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 13. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 14. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 15. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 16. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Arbor Park Phase 1 Community Development
District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to the Contractor: Lawn Medic Landscaping and Irrigation
LLC
4827 Beauchamp Rd
Plant City, FL 33563
Attn: _____

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

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants,

and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Lake County, Florida.

SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Cindy Cerbone** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor 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 Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, CERBONEC@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 29. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 30. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

**ARBOR PARK PHASE 1 COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

ATTEST:

**LAWN MEDIC LANDSCAPING &
IRRIGATION LLC**

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A
Scope of Services



LAWN MEDIC LANDSCAPING & IRRIGATION LLC

4827 Beauchamp Rd

Plant City, FL 33563

July 29, 2025

Arbor Park CDD

Scope of services:

MOWING:

- All turf will be mowed once each week while in the growing season (April 1st to October 31st)
- All turf will be mowed every other week or as conditions warrant, during the dormant season (November 1st through March 31st)
- All embankments and retention ponds will be mowed to water's edge.
- Mowing of pond bottoms 1x per month during growing season and every other month during non growing season. When pond bottoms are dry
- All accumulations of clippings will be removed.
- Mowing height will depend on the season. Typically, the height will range from 3" to 5".
- Any area too wet for proper mowing will be mowed when the ground is dry enough to allow for it

EDGING:

- All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, driveways, parking lots, curbs, headers and retaining walls, will be edged with a "blade edger" in order to maintain a clean, crisp and consistent edge line.
- Bed edges will be kept clean and well-defined around color beds, shrub beds, open beds and tree trunks, so as to prevent encroachment from lawn but not so frequently that the bed line expands into the turf.

WEEDING:

- Weeding by hand or chemical means of all plant bed areas as often as necessary to maintain a reasonably weed-free condition commensurate with the season.
- Groundcover beds infested with weeds will be chemically treated.
- Weed control in curbs, ground between plants, joints in walks, decks, and driveways (paved and concrete areas) will be performed using appropriate manual (Hand pulling), mechanical (Spin trimming) and/or chemical (Herbicide) control. Herbicides will be applied with care so as not to injure adjacent desirable plants.

PRUNING AND TRIMMING:

- Pruning of all ornamental shrubbery up to a height of Six (6) feet.
- Performance of Twelve (12) pruning rotations per year performed on a monthly basis.
- Removal of all generated debris from the property.
- Selective pruning will be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.
- Tree limbs will be trimmed or pruned up to a height of Eight (8) feet. Trees will be pruned to an overhead clearance of eight feet for walkways and free of suckers from trunk or base. No limbs larger than 1 ½ inches in diameter will be trimmed or removed.
- Ground covers and vines will be sheared as necessary in a uniform manner to maintain neat clean edges, surfaces and overall appearance.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each species of plant.
- Plant pruning, trimming and shearing will be accomplished under the supervision of an experienced specialist to assure the function is being performed in accordance with recommended horticultural practices.

CLEANUP:

- All trimmings and clippings will be collected and removed from the property.
- All sidewalks will be blown off in order to remove all debris generated during the performance of this contract.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred or scatter foreign matter.

HORTICULTURAL SERVICES:

- The property will be inspected 12 (twelve) times per year to ensure:
- Turf and Plant material is in good health, shows good color, growth habits, and is reasonably free

of pests most commonly associated with.

- A pesticide program will be provided as needed to suppress infestations of weeds and insects on all turf areas, plant material, and landscape beds where and when applicable.
- Treatment of the turf and plant materials for disease and fungi require special care on a case-by-case basis and are available under a separate agreement. Note: Fungi is an ever-present soil bound condition with no preventative cause, treatment applied is for post conditions only.
- Any insect infestation will be treated on an as-needed basis.
- An Integrated Pest Management program will be utilized targeting identified insects, scale and fungi reducing the chemical footprint and reducing die-off of beneficial insects.
- All St. Augustine, Zoysia, and Bermuda turf shall be fertilized Four (4) times per year.
- All plant material will be fertilized Two (2) times per year.
- All fertilizers used in our program will be blended to make a balanced nutrient package, including all the necessary minor and trace elements.
- This program is restricted to turf and plant insects

IRRIGATION INSPECTIONS:

- The activation of the system one time per month for aboveground inspection.
- The reporting of any deficiencies noted in the inspection on the Monthly Inspection Report.
- The adjustment (will not be made without the client's approval) of automatic controllers to establish watering periods appropriate in frequency and duration to prevailing seasonal conditions.
- The adjustment of all functioning spray heads to ensure proper coverage. Clogging of nozzles or irrigation heads is an indication of a more serious problem, i.e., broken lateral line or cracked mainline. The minor cleaning of nozzles (the use of a small piece of wire inserted into the orifice) is included, however if the problem is significant or persists past the initial cleaning, the problem will be brought to the attention of the owner and repairs will proceed based on a signed approved proposal by client.
- Repair work caused by Lawn Medic Services, Inc. in the course of our landscape maintenance activity is the responsibility of Lawn Medic Services, Inc. and will be repaired at absolutely no charge.
- Lawn Medic Services, Inc. assumes no liability beyond its control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscape or irrigation system due to drought, freeze, irrigation deficiencies, residents turning off timers, storm damage, vandalism, or pedestrian or vehicle damage.

Pest Control \$900.00
Fertilization \$500.00
Irrigation \$250.00
Mowing : \$ 6125.00

Monthly \$7,775.00
Yearly \$93,300.00

ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 7,425	\$ -	\$ -	\$ 7,425
Investments				
Reserve	-	539,799	-	539,799
Capitalized interest	-	236,681	-	236,681
Cost of issuance	-	70,974	-	70,974
Construction	-	-	7,373,051	7,373,051
Due from Landowner	28,100	-	-	28,100
Total assets	<u>35,525</u>	<u>847,454</u>	<u>7,373,051</u>	<u>8,256,030</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 29,367	\$ -	\$ -	\$ 29,367
Landowner advance	12,383	-	-	12,383
Total liabilities	<u>41,750</u>	<u>-</u>	<u>-</u>	<u>41,750</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	14,600	-	-	14,600
Total deferred inflows of resources	<u>14,600</u>	<u>-</u>	<u>-</u>	<u>14,600</u>
Fund balances:				
Restricted for:				
Debt service	-	847,454	-	847,454
Capital projects	-	-	7,373,051	7,373,051
Unassigned	(20,825)	-	-	(20,825)
Total fund balances	<u>(20,825)</u>	<u>847,454</u>	<u>7,373,051</u>	<u>8,199,680</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 35,525</u>	<u>\$847,454</u>	<u>\$7,373,051</u>	<u>\$ 8,256,030</u>

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 1,116	\$ 8,541	\$ 74,507	11%
Total revenues	<u>1,116</u>	<u>8,541</u>	<u>74,507</u>	11%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	16,000	26,000	62%
Legal	1,850	6,200	25,000	25%
Engineering	-	-	5,000	0%
Dissemination agent*	166	332	667	50%
Telephone	17	100	150	67%
Postage	-	-	500	0%
Printing & binding	42	250	375	67%
Legal advertising	707	6,484	7,500	86%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	1,750	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,782</u>	<u>29,366</u>	<u>74,507</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	(5,666)	(20,825)	-	
Fund balances - beginning	(15,159)	-	-	
Fund balances - ending	<u>\$ (20,825)</u>	<u>\$ (20,825)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2025
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,267	\$ 2,267
Total revenues	<u>2,267</u>	<u>2,267</u>
EXPENDITURES		
Cost of issuance	-	146,000
Underwriter's discount	-	170,300
Total expenditures	<u>-</u>	<u>316,300</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,267	(314,033)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,161,487
Total other financing sources	<u>-</u>	<u>1,161,487</u>
Net change in fund balances	2,267	847,454
Fund balances - beginning	845,187	-
Fund balances - ending	<u><u>\$ 847,454</u></u>	<u><u>\$ 847,454</u></u>

**ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 19,538	\$ 19,538
Total revenues	<u>19,538</u>	<u>19,538</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	19,538	19,538
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	7,353,513
Total other financing sources/(uses)	<u>-</u>	<u>7,353,513</u>
Net change in fund balances	19,538	7,373,051
Fund balances - beginning	<u>7,353,513</u>	<u>-</u>
Fund balances - ending	<u><u>\$ 7,373,051</u></u>	<u><u>\$ 7,373,051</u></u>

ARBOR PARK PHASE 1

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Arbor Park Phase 1 Community Development District held a Special Meeting on April 29, 2025 at 1:30 p.m., at the Halff Associates, Inc., 902 N. Sinclair Avenue, Tavares, Florida 32778.

Present:

Gary Farcus	Chair
Steven "Steve" Sutter	Vice Chair
Keith Swan	Assistant Secretary
Carlos Silva	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt & Associates, LLC
Kyle Magee (via telephone)	District Counsel
Chuck Hiott	District Engineer
Misty Taylor (via telephone)	Bond Counsel
Sete Zare (via telephone)	MBS Capital Markets
Luke Henderson (via telephone)	GC-Garden Street Communities, SE, LLC
Lauren Pride (via telephone)	AGC-Garden Street Communities, SE, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Conti called the meeting to order at 1:30 p.m. Supervisors Sutter, Farcus, Silva and Swan were present. Supervisor Porter was not present. Ms. Cerbone stated that Ms. Porter was sworn in outside of a meeting so she can vote, if she joins the meeting.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor, Elizabeth Porter (the following will be provided in a separate package)

Ms. Cerbone reiterated that Elizabeth Porter was sworn in outside of a meeting.

A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

B. Membership, Obligations and Responsibilities

C. Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-40, Electing and Removing Certain Officers of the District and Providing for an Effective Date

Mr. Conti presented Resolution 2025-40. Mr. Farcus nominated the following:

Gary Farcus	Chair
Steven Sutter	Vice Chair
Keith Swan	Assistant Secretary
Carlos Silva	Assistant Secretary
Elizabeth Porter	Assistant Secretary

No other nominations were made.

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Chris Conti	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Farcus and seconded by Mr. Sutter, with all in favor, Resolution 2025-40, Electing, as nominated, and Removing Certain Officers of the District and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-41, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025A; Making Certain Findings and Confirming the District's Provision of Improvements; Confirming the Engineer's Report and adopting a Final Supplemental Assessment Methodology Report; Confirming the Maximum

Assessment Lien Securing the Series 2025A Bonds (Hereinafter Defined); Addressing the Allocation and Collection of the Assessments Securing the Series 2025A Bonds; Providing for Application of True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; Providing for the Recording of a Notice of Series 2025A Assessments; Providing for Conflicts, Severability and an Effective Date

Mr. Magee presented Resolution 2025-41 and read the title. This Resolution accomplishes the following:

- Sets forth all the actions taken by the CDD and Staff in the bond issuance process.
- Identifies the Board's authority to adopt the Resolution.
- Makes certain findings based on the steps taken to date.
- Adopts the Final First Supplemental Assessment Methodology Report.
- Confirms the maximum assessment lien for the Series 2025A bonds.
- Allocates the assessments securing the Series 2025A bonds, which will be allocated in accordance with the Final First Supplemental Assessment Methodology Report.
- Sets forth the collection of the special assessments for the Series 2025A bond debt service payments. Certifies the assessments for collection and directs Staff to take all steps necessary to meet Lake County deadlines for collection and reiterates the CDD's intent to utilize the Uniform Method of collection.
- Directs the District Manager to prepare a tax roll each year and present it to the Board and take all necessary actions to collect prepayments of debt and to collect special assessments on unplatted property.
- Sets forth that the special assessments will be allocated pursuant to Resolution 2025-34, which was passed at the last meeting and that this Resolution and the Supplemental Assessment Methodology Report include the true-up process, as set forth.
- Directs Staff to record the special assessments in the lien book and for Staff to record a notice of Series 2025A special assessments in the official records of Lake County.

Mr. Magee stated this Resolution finalizes the steps needed and reiterates the steps taken to issue the Series 2025A bonds.

On MOTION by Mr. Sutter and seconded by Mr. Farcus, with all in favor, Resolution 2025-41, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025A; Making Certain Findings and Confirming the District's Provision of Improvements; Confirming the Engineer's Report and adopting a Final Supplemental Assessment Methodology Report; Confirming the Maximum Assessment Lien Securing the Series 2025A Bonds (Hereinafter Defined); Addressing the Allocation and Collection of the Assessments Securing the Series 2025A Bonds; Providing for Application of True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; Providing for the Recording of a Notice of Series 2025A Assessments; Providing for Conflicts, Severability and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Discussion: RFQ for Engineering Services**

Ms. Cerbone recalled that there were no respondents to the Request for Qualifications (RFQ). The hope is to go out to RFQ again, possibly after the August meeting.

SEVENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statement as of March 31, 2025**

On MOTION by Mr. Sutter and seconded by Mr. Farcus, with all in favor, the Unaudited Financial Statement as of March 31, 2025, were accepted.

EIGHTH ORDER OF BUSINESS**Approval of March 26, 2025 Public Hearing, Regular Meeting and Audit Committee Meeting Minutes**

On MOTION by Mr. Farcus and seconded by Mr. Silva, with all in favor, the March 26, 2025 Public Hearing, Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Magee stated the bond validation appeal period ends tomorrow and the notice is expected by the end of the week. Ms. Cerbone stated that the pre-closing will be held today and the documents will be held in escrow until the notice is received.

B. District Engineer (Interim): Halff and Associates, Inc.

There was no report.

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

Ms. Cerbone discussed an Irrigation Meter permit application that lists the Chair and asked if he can execute the permit application. Mr. Magee replied affirmatively. Ms. Cerbone stated the permit application does not have the CDD's address and asked if it is okay to proceed with it as is and change the address later. Mr. Magee felt that it is okay to change it later.

Ms. Cerbone discussed a building permit application related to common entry electrical service that has the City of Leesburg as the property owner. It was noted that the land is within the City of Leesburg's Right of Way (ROW). Ms. Cerbone asked if the CDD Chair can execute the permit application. It was noted that the CDD will own the common area, not the HOA. Mr. Magee believes it is okay for the Chair to execute this permit application.

Discussion ensued regarding payment of the related expenses, potential costs, how the CDD will pay the expenses and whether the permits should be in the Developer or CDD name.

- **NEXT MEETING DATE: May 21, 2025 at 1:15 PM [Fruitland Park Library, Palm Villa Room, 604 W. Berckman Street, Fruitland Park, Florida 34731]**

The May 21, 2025 meeting will be canceled.

The next meeting will be on August 20, 2025.

Discussion ensued regarding modifying the Fiscal Year 2026 Meeting Schedule.

On MOTION by Mr. Farcus and seconded by Mr. Silva, with all in favor, amending the Fiscal Year 2026 Meeting Schedule to meet on the second Thursday of each month at 10:00 a.m., was approved.

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

Discussion ensued regarding the upcoming Boundary Amendment.

ELEVENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Farcus and seconded by Mr. Silva, with all in favor, the meeting adjourned at 2:00 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

ARBOR PARK PHASE 1
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



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August 13, 2025

Daphne Gillyard, Director of Administrative Services
2300 Glades Rd., Suite 410W
Boca Raton, FL 33431

Re: District Counts

The number of registered voters within the Arbor Park Community Development District as of April 15, 2025 is 0.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

✓ Voter Confidence ✓ Excellent Service ✓ Accurate & Efficient Elections ✓ Responsible Financial Stewardship

ARBOR PARK PHASE 1 COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION ¹ Halff Associates, Inc., 902 North Sinclair Avenue, Tavares, Florida 32778 Fruitland Park Library, Palm Villa Room, 604 W. Berckman Street, Fruitland Park, Florida 34731		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 26, 2025 ¹	Public Hearing & Regular Meeting <i>Adoption of FY25 Budget</i> <i>Adoption of Delegation Resolution</i>	10:00 AM
April 16, 2025 <i>rescheduled to April 29, 2025</i>	Regular Meeting	1:15 PM
April 29, 2025 ¹	Special Meeting <i>Bond-Related Items & Pre-Close</i>	1:30 PM
May 21, 2025 CANCELED	Regular Meeting	1:15 PM
June 18, 2025 CANCELED	Regular Meeting	1:15 PM
July 16, 2025 CANCELED	Regular Meeting	1:15 PM
August 20, 2025	Public Hearing, Regular Meeting & Audit Committee Meeting <i>Adoption of FY2026 Budget</i>	1:15 PM
September 11, 2025	Regular Meeting	10:00 AM