

# **ARBORS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**July 11, 2023**

**BOARD OF SUPERVISORS  
PUBLIC HEARINGS &  
REGULAR MEETING  
AGENDA**

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **AGENDA**

# **LETTER**

**Arbors 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**

July 4, 2023

Board of Supervisors  
Arbors Community Development District

Dear Board Members:

The Board of Supervisors of the Arbors Community Development District will hold Public Hearings and a Regular Meeting on July 11, 2023 at 1:00 p.m., at 14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
  - A. Affidavit of Publication
  - B. Consideration of Resolution 2023-37, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law
  - A. Proof/Affidavit of Publication
  - B. Mailed Notice(s) to Property Owners
  - C. Consideration of Resolution 2023-38, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Agreement Regarding the Direct Collection of Special Assessments for Fiscal Year 2023-2024
6. Ratification of Brightview Landscape Services, Inc., Landscape Maintenance Agreement

**ATTENDEES:**

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

- 7. Ratification of The Lake Doctors, Inc., Water Management Agreement
- 8. Acceptance of Unaudited Financial Statements as of May 31, 2023
- 9. Approval of May 2, 2023 Regular Meeting Minutes
- 10. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Dunn & Associates, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - \_\_\_ Registered Voters in District as of April 15, 2023
    - NEXT MEETING DATE: August 1, 2023 at 1:00 PM

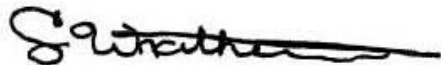
○ QUORUM CHECK

SEAT 1	SARAH WICKER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BOB PORTER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JAMES TEAGLE	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	HEATHER ALLEN	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CHRIS WILLIAMS	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres (904) 295-5714.

Sincerely,



Craig Wrathell  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 782 134 6157**

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

STATE OF FLORIDA,

S.S.

COUNTY OF DUVAL,

Before the undersigned authority personally appeared Nichol Stringer, who on oath says that she is the Publisher's Representative of the JACKSONVILLE DAILY RECORD, a weekly newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Public Hearing, etc., and Notice of Regular Board of Supervisors' Meeting

in the matter of Arbors Community Development District

in the Court, was published in said newspaper by print in the issues of 6/15/23, 6/22/23.

Affiant further says that the JACKSONVILLE DAILY RECORD complies with all legal requirements for publication in Chapter 50, Florida Statutes.

\*This notice was published on both jaxdailyrecord.com and floridapublicnotices.com.



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Nichol Stringer

Sworn to and subscribed before me this 22nd day of June, 2023 by Nichol Stringer who is personally known to me.

**RHONDA L. FISHER**  
Notary Public, State of Florida  
My Comm. Expires 09/18/2024  
Commission No. HH43586



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Seal

Notary Public, State of Florida

**See  
Attached  
(Page 1 of 2)**

**ARBORS COMMUNITY DEVELOPMENT DISTRICT  
 NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024  
 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS  
 AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND  
 THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR  
 BOARD OF SUPERVISORS' MEETING.**

**Upcoming Public Hearings, and Regular Meeting**

The Board of Supervisors ("Board") for the Arbors Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: Tuesday, July 11, 2023  
 TIME: 1:00 p.m.  
 LOCATION: Offices of Forestar Group  
 14785 Old St. Augustine Road, Suite 300  
 Jacksonville, Florida 32258

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). The second public hearing is being held pursuant to Florida law to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

**Description of Assessments**

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Single Family	486	1	\$427.12

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Duval County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment notice shall be provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

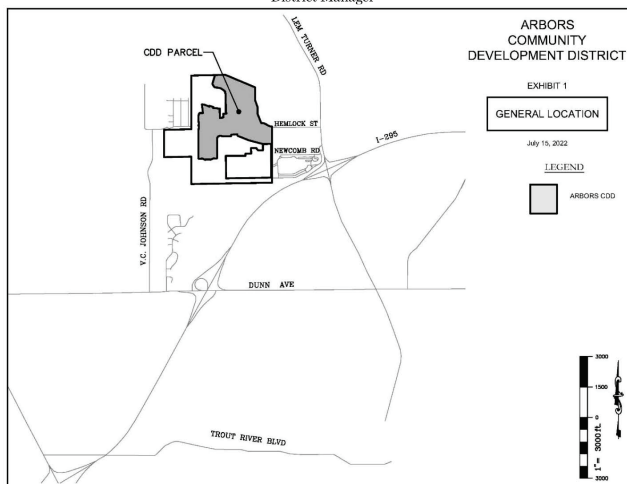
**Additional Provisions**

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the 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.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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.

Craig Wrathall  
 District Manager



Jun. 15/22

00 (23-03905D)

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**3B**



**RESOLUTION 2023-37**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE ARBORS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Arbors Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Arbors Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$1,063,077 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 in the following fashion:

TOTAL GENERAL FUND	\$ 195,324
DEBT SERVICE FUND SERIES 2023	\$ 867,753
TOTAL ALL FUNDS	\$1,063,077

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

**PASSED AND ADOPTED THIS 11<sup>TH</sup> DAY OF JULY 2023.**

ATTEST:

**ARBORS COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Budget

**Exhibit A**

Fiscal Year 2023/2024 Budget

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
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**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 94,398
Allowable discounts (4%)	-				(3,776)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	90,622
Assessment levy: off-roll	-	-	-	-	104,702
Landowner contribution	83,432	25,035	66,057	91,092	-
Total revenues	<u>83,432</u>	<u>25,035</u>	<u>66,057</u>	<u>91,092</u>	<u>195,324</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	-	3,660	4,000	7,660	9,000
Management/accounting/recording**	40,000	12,000	28,000	40,000	48,000
Legal	25,000	8,751	16,249	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	-	-	-	-	5,500
Arbitrage rebate calculation*	-	-	-	-	500
Dissemination agent*	667	-	667	667	1,000
Trustee*	-	-	-	-	4,250
Telephone	200	100	100	200	200
Postage	250	70	180	250	250
Printing & binding	500	250	250	500	500
Legal advertising	6,500	-	6,500	6,500	6,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	384	366	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	1,680
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	3,304
Total professional & administrative	<u>83,432</u>	<u>25,215</u>	<u>65,877</u>	<u>91,092</u>	<u>114,319</u>
<b>Field operations</b>					
Landscape maintenance	-	-	-	-	65,000
Aquatic maintenance***	-	-	-	-	16,000
Total field operations	-	-	-	-	81,000
Total expenditures	<u>83,432</u>	<u>25,215</u>	<u>65,877</u>	<u>91,092</u>	<u>195,319</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(180)	180	-	5
Fund balance - beginning (unaudited)	-	-	(180)	-	-
Fund balance - ending (projected)	-	-	-	-	-
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(180)	-	-	5
Fund balance - ending	<u>\$ -</u>	<u>\$ (180)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5</u>

\* These items will be realized when bonds are issued

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

\*\*\*These items will be realized when the CDD takes ownership of the related assets.

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 9,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed	
Management/accounting/recording**	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	4,250
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	



**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210
Tax collector	3,304
Landscape maintenance	65,000
Brightview landscape contract ROW & Lakes \$39,996 Amenity \$25,000	
Aquatic maintenance***	16,000
Contractors cost to provide treatment to districts ponds phase 1 - 3	
Total expenditures	<u><u>\$195,319</u></u>

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ -				\$ 418,070
Allowable discounts (4%)	-				(16,723)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	401,347
Assessment levy: off-roll	-		336,561	336,561	463,708
Total revenues	-	-	336,561	336,561	865,055
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	180,000
Interest	-	-	74,791	74,791	673,121
Tax collector	-	-	-	-	14,632
Cost of issuance	-	165,127	-	165,127	-
Total expenditures	-	165,127	74,791	239,918	867,753
Excess/(deficiency) of revenues over/(under) expenditures	-	(165,127)	261,770	96,643	(2,698)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	919,721	-	919,721	-
Underwriter's discount	-	(220,410)	-	(220,410)	-
Original issue discount	-	(33,781)	-	(33,781)	-
Total other financing sources/(uses)	-	665,530	-	665,530	-
Net increase/(decrease) in fund balance	-	500,403	261,770	762,173	(2,698)
Fund balance:					
Beginning fund balance (unaudited)	-	-	500,403	-	762,173
Ending fund balance (projected)	\$ -	\$ 500,403	\$ 762,173	\$ 762,173	759,475
Use of fund balance:					
Debt service reserve account balance (required)					(425,211)
Interest expense - November 1, 2024					(332,511)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 1,753</u>

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Remaining Bond Balance
5/1/2023			74,791.25	74,791.25	12,435,000.00
11/1/2023			336,560.63	336,560.63	12,255,000.00
5/1/2024	180,000.00	4.500%	336,560.63	516,560.63	12,255,000.00
11/1/2024			332,510.63	332,510.63	12,070,000.00
5/1/2025	185,000.00	4.500%	332,510.63	517,510.63	12,070,000.00
11/1/2025			328,348.13	328,348.13	11,875,000.00
5/1/2026	195,000.00	4.500%	328,348.13	523,348.13	11,875,000.00
11/1/2026			323,960.63	323,960.63	11,670,000.00
5/1/2027	205,000.00	4.500%	323,960.63	528,960.63	11,670,000.00
11/1/2027			319,348.13	319,348.13	11,455,000.00
5/1/2028	215,000.00	4.500%	319,348.13	534,348.13	11,455,000.00
11/1/2028			314,510.63	314,510.63	11,230,000.00
5/1/2029	225,000.00	4.500%	314,510.63	539,510.63	11,230,000.00
11/1/2029			309,448.13	309,448.13	10,995,000.00
5/1/2030	235,000.00	4.500%	309,448.13	544,448.13	10,995,000.00
11/1/2030			304,160.63	304,160.63	10,750,000.00
5/1/2031	245,000.00	5.400%	304,160.63	549,160.63	10,750,000.00
11/1/2031			297,545.63	297,545.63	10,490,000.00
5/1/2032	260,000.00	5.400%	297,545.63	557,545.63	10,490,000.00
11/1/2032			290,525.63	290,525.63	10,215,000.00
5/1/2033	275,000.00	5.400%	290,525.63	565,525.63	10,215,000.00
11/1/2033			283,100.63	283,100.63	9,925,000.00
5/1/2034	290,000.00	5.400%	283,100.63	573,100.63	9,925,000.00
11/1/2034			275,270.63	275,270.63	9,620,000.00
5/1/2035	305,000.00	5.400%	275,270.63	580,270.63	9,620,000.00
11/1/2035			267,035.63	267,035.63	9,300,000.00
5/1/2036	320,000.00	5.400%	267,035.63	587,035.63	9,300,000.00
11/1/2036			258,395.63	258,395.63	8,960,000.00
5/1/2037	340,000.00	5.400%	258,395.63	598,395.63	8,960,000.00
11/1/2037			249,215.63	249,215.63	8,600,000.00
5/1/2038	360,000.00	5.400%	249,215.63	609,215.63	8,600,000.00
11/1/2038			239,495.63	239,495.63	8,220,000.00
5/1/2039	380,000.00	5.400%	239,495.63	619,495.63	8,220,000.00
11/1/2039			229,235.63	229,235.63	7,820,000.00
5/1/2040	400,000.00	5.400%	229,235.63	629,235.63	7,820,000.00
11/1/2040			218,435.63	218,435.63	7,400,000.00
5/1/2041	420,000.00	5.400%	218,435.63	638,435.63	7,400,000.00
11/1/2041			207,095.63	207,095.63	6,955,000.00
5/1/2042	445,000.00	5.400%	207,095.63	652,095.63	6,955,000.00
11/1/2042			195,080.63	195,080.63	6,485,000.00
5/1/2043	470,000.00	5.400%	195,080.63	665,080.63	6,485,000.00
11/1/2043			182,390.63	182,390.63	5,990,000.00
5/1/2044	495,000.00	5.625%	182,390.63	677,390.63	5,990,000.00
11/1/2044			168,468.75	168,468.75	5,465,000.00
5/1/2045	525,000.00	5.625%	168,468.75	693,468.75	5,465,000.00
11/1/2045			153,703.13	153,703.13	4,910,000.00
5/1/2046	555,000.00	5.625%	153,703.13	708,703.13	4,910,000.00

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Remaining Bond Balance</b>
11/1/2046			138,093.75	138,093.75	4,320,000.00
5/1/2047	590,000.00	5.625%	138,093.75	728,093.75	4,320,000.00
11/1/2047			121,500.00	121,500.00	3,695,000.00
5/1/2048	625,000.00	5.625%	121,500.00	746,500.00	3,695,000.00
11/1/2048			103,921.88	103,921.88	3,035,000.00
5/1/2049	660,000.00	5.625%	103,921.88	763,921.88	3,035,000.00
11/1/2049			85,359.38	85,359.38	2,340,000.00
5/1/2050	695,000.00	5.625%	85,359.38	780,359.38	2,340,000.00
11/1/2050			65,812.50	65,812.50	1,605,000.00
5/1/2051	735,000.00	5.625%	65,812.50	800,812.50	1,605,000.00
11/1/2051			45,140.63	45,140.63	825,000.00
5/1/2052	780,000.00	5.625%	45,140.63	825,140.63	825,000.00
11/1/2052			23,203.13	23,203.13	-
5/1/2053	825,000.00	5.625%	23,203.13	848,203.13	-
11/1/2053			-	-	
<b>Total</b>	<b>12,435,000.00</b>		<b>12,997,187.13</b>	<b>25,432,187.13</b>	

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

<b>On-Roll Assessments</b>					
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
Single Family	221	\$ 427.14	\$ 1,891.72	\$ 2,318.86	n/a
<b>Total</b>	<b>221</b>				

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**4A**

STATE OF FLORIDA,

S.S.

COUNTY OF DUVAL,

Before the undersigned authority personally appeared Nichol Stringer, who on oath says that she is the Publisher's Representative of the JACKSONVILLE DAILY RECORD, a weekly newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Public Hearing, etc., and Notice of Regular Board of Supervisors' Meeting

in the matter of Arbors Community Development District

in the Court, was published in said newspaper by print in the issues of 6/15/23, 6/22/23.

Affiant further says that the JACKSONVILLE DAILY RECORD complies with all legal requirements for publication in Chapter 50, Florida Statutes.

\*This notice was published on both jaxdailyrecord.com and floridapublicnotices.com.



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Nichol Stringer

Sworn to and subscribed before me this 22nd day of June, 2023 by Nichol Stringer who is personally known to me.

**RHONDA L. FISHER**  
Notary Public, State of Florida  
My Comm. Expires 09/18/2024  
Commission No. HH43586



---

Seal

Notary Public, State of Florida

**See  
Attached  
(Page 1 of 2)**

**ARBORS COMMUNITY DEVELOPMENT DISTRICT  
 NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024  
 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS  
 AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND  
 THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR  
 BOARD OF SUPERVISORS' MEETING.**

**Upcoming Public Hearings, and Regular Meeting**

The Board of Supervisors ("Board") for the Arbors Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: Tuesday, July 11, 2023  
 TIME: 1:00 p.m.  
 LOCATION: Offices of Forestar Group  
 14785 Old St. Augustine Road, Suite 300  
 Jacksonville, Florida 32258

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). The second public hearing is being held pursuant to Florida law to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

**Description of Assessments**

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Single Family	486	1	\$427.12

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Duval County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment notice shall be provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

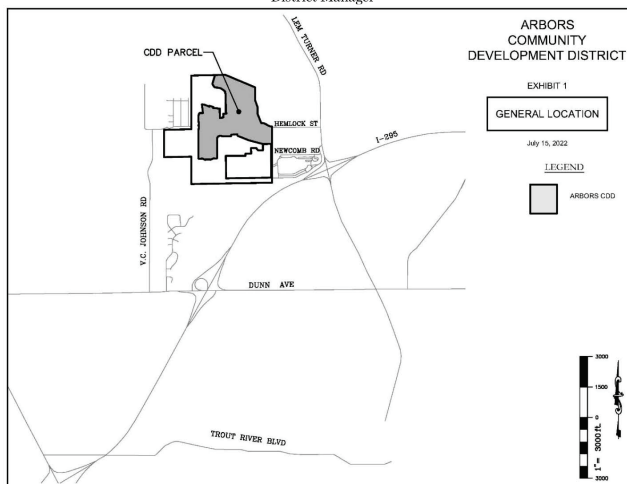
**Additional Provisions**

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the 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.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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.

Craig Wrathall  
 District Manager



Jun. 15/22

00 (23-03905D)



# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

AFFIDAVIT OF MAILING

**BEFORE ME**, the undersigned authority, this day personally appeared Han Liu, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Han Liu, am employed by Wrathell, Hunt & Associates LLC, and, in the course of that employment, serve as Assessment Coordinator for the Arbors Community Development District ("District").
3. Among other things, my duties include preparing and transmitting correspondence relating to the District.
4. I do hereby certify that on June 9, 2023, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 190, 197 and/or 170, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

**FURTHER AFFIANT SAYETH NOT.**

*Han Liu*  
By: Han Liu, Financial Analyst

**SWORN AND SUBSCRIBED** before me by means of  physical presence or  online notarization this 9<sup>th</sup> day of June 2023, by Han Liu, for Wrathell, Hunt & Associates, who  is personally known to me or  has provided \_\_\_\_\_ as identification, and who  did or  did not take an oath.



DAPHNE GILLYARD  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG327647  
Expires 8/20/2023

NOTARY PUBLIC

*Daphne Gillyard*  
Print Name: Daphne Gillyard  
Notary Public, State of Florida  
Commission No.: GG327647  
My Commission Expires: 8/20/2023

**EXHIBIT A:** Copies of Forms of Mailed Notices  
**EXHIBIT B:** List of Addressees

# EXHIBIT A

STATE OF TEXAS  
COUNTY OF [ ]

IN WITNESS WHEREOF

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the [ ] as the same appears in the records of the [ ]

at this office on this [ ] day of [ ] 20[ ]

My commission expires on [ ] day of [ ] 20[ ]

Notary Public in and for the State of Texas

[Signature]

[Name]

[Address]

[City, State, and Zip]

[Phone Number]



**Arbors 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**  
**THIS IS NOT A BILL – DO NOT PAY**

June 9, 2023

**VIA FIRST CLASS MAIL**

D R HORTON INC  
4220 RACE TRACK RD  
SAINT JOHNS, FL 32259

[PARCEL ID]: Please see "Exhibit A"

RE: Arbors Community Development District Fiscal Year 2023/2024 Budget and O&M Assessments

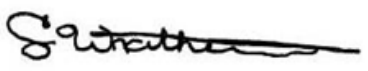
Dear Property Owner:

Pursuant to Florida law, the Arbors Community Development District ("**District**") will be holding two public hearings and a Board of Supervisors' ("**Board**") meeting for the purpose of adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") and levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget for Fiscal Year 2023/2024, on Tuesday, July 11, 2023, at 1:00 p.m., and at the offices of Forestar Group, 14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,



Craig Wrathell  
District Manager

## EXHIBIT A

### *Summary of O&M Assessments*

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$207,580** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as 138 EAUs.

3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Single Family	486	1	\$427.12

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment notice shall be provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Proposed Annual O&M Assessment (October 1, 2023 – September 30, 2024)	Change in Annual Dollar Amount
\$0.00	\$58,942.56	\$58,942.56

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2023/2024, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

## Exhibit A

R-019449-2335	R-019449-2680	R-019449-1925	R-019449-2125
R-019449-2480	R-019449-2685	R-019449-1930	R-019449-2130
R-019449-2485	R-019449-2690	R-019449-1935	R-019449-2135
R-019449-2495	R-019449-2695	R-019449-1940	R-019449-2140
R-019449-2500	R-019449-2700	R-019449-1945	R-019449-2145
R-019449-2505	R-019449-2705	R-019449-1950	R-019449-2150
R-019449-2510	R-019449-2710	R-019449-1955	R-019449-2155
R-019449-2515	R-019449-2715	R-019449-1960	R-019449-2160
R-019449-2520	R-019449-2720	R-019449-1965	R-019449-2165
R-019449-2525	R-019449-2725	R-019449-1970	R-019449-2170
R-019449-2530	R-019449-2730	R-019449-1975	R-019449-2175
R-019449-2535	R-019449-2735	R-019449-1980	R-019449-1665
R-019449-2540	R-019449-2740	R-019449-1985	R-019449-1670
R-019449-2545	R-019449-2745	R-019449-1990	R-019449-1675
R-019449-2550	R-019449-2750	R-019449-1995	R-019449-1690
R-019449-2555	R-019449-2755	R-019449-2000	R-019449-1695
R-019449-2560	R-019449-1800	R-019449-2005	R-019449-1700
R-019449-2565	R-019449-1805	R-019449-2010	R-019449-1705
R-019449-2570	R-019449-1810	R-019449-2015	
R-019449-2575	R-019449-1815	R-019449-2020	
R-019449-2580	R-019449-1820	R-019449-2025	
R-019449-2585	R-019449-1825	R-019449-2030	
R-019449-2590	R-019449-1830	R-019449-2035	
R-019449-2595	R-019449-1840	R-019449-2040	
R-019449-2600	R-019449-1845	R-019449-2045	
R-019449-2605	R-019449-1850	R-019449-2050	
R-019449-2610	R-019449-1855	R-019449-2055	
R-019449-2615	R-019449-1860	R-019449-2060	
R-019449-2620	R-019449-1865	R-019449-2065	
R-019449-2625	R-019449-1870	R-019449-2070	
R-019449-2630	R-019449-1875	R-019449-2075	
R-019449-2635	R-019449-1880	R-019449-2080	
R-019449-2640	R-019449-1885	R-019449-2085	
R-019449-2645	R-019449-1890	R-019449-2090	
R-019449-2650	R-019449-1895	R-019449-2095	
R-019449-2655	R-019449-1900	R-019449-2100	
R-019449-2660	R-019449-1905	R-019449-2105	
R-019449-2665	R-019449-1910	R-019449-2110	
R-019449-2670	R-019449-1915	R-019449-2115	
R-019449-2675	R-019449-1920	R-019449-2120	

**Arbors 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**  
**THIS IS NOT A BILL – DO NOT PAY**

June 9, 2023

**VIA FIRST CLASS MAIL**

FORESTAR USA REAL ESTATE GROUP INC  
2221 E LAMAR BLVD SUITE 790  
ARLINGTON, TX 76006

[PARCEL ID]: Please see “Exhibit B”

RE: Arbors Community Development District Fiscal Year 2023/2024 Budget and O&M Assessments

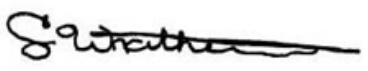
Dear Property Owner:

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The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the 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.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Craig Wrathell  
District Manager

## EXHIBIT A

### *Summary of O&M Assessments*

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$207,580** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as 348 EAUs.

3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Single Family	486	1	\$427.12

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment notice shall be provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Proposed Annual O&M Assessment (October 1, 2023 – September 30, 2024)	Change in Annual Dollar Amount
\$0.00	\$148,637.76	\$148,637.76

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2023/2024, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.



## Exhibit A

R-019449-2230	R-019449-2405	R-019449-2850
R-019449-2235	R-019449-2410	R-019449-2855
R-019449-2240	R-019449-2415	R-019449-1780
R-019449-2245	R-019449-2420	R-019449-1785
R-019449-2250	R-019449-2425	R-019449-1790
R-019449-2255	R-019449-2430	R-019449-1795
R-019449-2260	R-019449-2435	R-019449-1835
R-019449-2265	R-019449-2440	R-019449-1680
R-019449-2270	R-019449-2445	R-019449-1685
R-019449-2275	R-019449-2450	R-019449-1710
R-019449-2280	R-019449-2455	R-019449-1715
R-019449-2285	R-019449-2460	R-019449-1720
R-019449-2290	R-019449-2465	R-019449-1725
R-019449-2295	R-019449-2470	R-019449-1730
R-019449-2300	R-019449-2475	R-019449-1735
R-019449-2305	R-019449-2490	R-019449-1108
R-019449-2310	R-019449-2760	R-019449-1180
R-019449-2315	R-019449-2765	R-019449-1220
R-019449-2320	R-019449-2770	R-019449-1230
R-019449-2325	R-019449-2775	R-019449-1240
R-019449-2330	R-019449-2780	R-019449-1250
R-019449-2340	R-019449-2785	R-019449-1260
R-019449-2345	R-019449-2790	R-019449-1270
R-019449-2350	R-019449-2795	R-019449-1280
R-019449-2355	R-019449-2800	R-019449-1300
R-019449-2360	R-019449-2805	R-019449-1310
R-019449-2365	R-019449-2810	R-019449-1320
R-019449-2370	R-019449-2815	R-019449-1330
R-019449-2375	R-019449-2820	R-019449-1750
R-019449-2380	R-019449-2825	R-019449-1760
R-019449-2385	R-019449-2830	R-019449-1770
R-019449-2390	R-019449-2835	R-019449-2200
R-019449-2395	R-019449-2840	R-019449-2210
R-019449-2400	R-019449-2845	R-019449-2220

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**4C**

**RESOLUTION 2023-38**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

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

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

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

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

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

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

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

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

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

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

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

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property as well as debt service special assessments imposed for the Series 2023, Capital Improvement Revenue Bonds shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

**PASSED AND ADOPTED** this 11th day of July, 2023.

ATTEST:

**ARBORS COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Budget

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

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**AGREEMENT BY AND BETWEEN THE ARBORS COMMUNITY DEVELOPMENT  
DISTRICT AND D.R. HORTON - JACKSONVILLE, REGARDING THE DIRECT  
COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-2024**

This **Agreement** is made and entered into as of this 11th day of July, 2023, by and between:

**ARBORS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Duval County, Florida (hereinafter "**District**"), and

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, and the owner of a portion of the property located within the boundaries of the District (hereinafter, the "**Property Owner**"). For purposes of this agreement, Property Owner's property is more particularly described in **Exhibit "A"** attached hereto (the "**Property**").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, the 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**, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

**WHEREAS**, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District ("**O&M Assessments**"), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

**WHEREAS**, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and



**WHEREAS**, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Duval County tax roll for platted lots; and

**WHEREAS**, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

**WHEREAS**, Property Owner desires to provide for the direct payment of Special Assessments.

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

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about November 1, 2023, indicating the exact amount of the O&M Assessments and its previously levied debt service being certified for collection in Fiscal Year 2023/2024. If Property Owner does not pay such invoice in full prior to December 1, 2023, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024, and 25% due no later than May 1, 2024. The District’s decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a

foreclosure action, or, at the District’s sole discretion, delinquent assessments may be certified for collection on a future Duval County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023-2024, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner:                      Forestar (USA) Real Estate Group Inc.  
2221 E. Lamar Blvd., Suite 790  
Arlington, Texas 76006  
Attn: \_\_\_\_\_

If to the District:                              Arbors 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

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the

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

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **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.

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

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

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

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

Attest:

**ARBORS COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A: Description of the Property**

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN  
ARBORS COMMUNITY DEVELOPMENT DISTRICT AND  
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into this 1<sup>st</sup> day of May 2023, by and between:

**Arbors Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Jacksonville, Duval County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”), and

**BrightView Landscape Services, Inc.**, a Florida corporation, whose address is 11530 Davis Creek Court, Jacksonville, Florida 32256 (“Contractor” and, together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

**WHEREAS**, the District desires to retain an independent contractor to provide landscape maintenance services for lands within the District as further identified in this Agreement; and

**WHEREAS**, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services as further described in **Exhibit A**, the Scope of Services attached hereto, and incorporated herein (“Landscape Maintenance Services”); and

**WHEREAS**, the District finds that entering into this Agreement with Contractor to provide landscape maintenance services is in the best interest of the District.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

**2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional landscape maintenance services within presently accepted standards. Upon all parties

executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement.

**B.** While providing the services identified in this Agreement, 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 specific professional services as shown in Paragraph 3 of this Agreement.

**3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in the Agreement attached hereto as **Exhibit A**. 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.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed 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 all 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 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)** The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss

conditions, schedules, and items of concern regarding this Agreement.

**D.** In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

**E.** 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.

**F.** Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.

**5. COMPENSATION; TERM.**

**A.** As compensation for services described in this Agreement pertaining to the District’s common elements, the District agrees to pay the Contractor monthly payments of Three Thousand Three Hundred Thirty-Three Dollars and No Cents (\$3,333.00), for an annual total of Thirty-Nine Thousand Nine Hundred Ninety-Six Dollars and No Cents (\$39,996.00), as described in the fee schedule included in **Exhibit A**. Work shall commence on upon execution of this Agreement, and end September 30, 2024, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(C), below.

**B.** As compensation for services described in this Agreement pertaining to the District’s Amenity Center, the District agrees to pay the Contractor monthly payments of Two Thousand Eighty-Three Dollars and Thirty-Three Cents (\$2,083.33), for an annual total of Twenty-Five Thousand Dollars and No Cents (\$25,000.00), as described in the fee schedule included in **Exhibit A**. Work shall commence upon written notice from the District Manager, and end September 30, 2024, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(C), below.

**C.** This Agreement may be renewed in the discretion of the District for two (2) additional one (1) year terms at the prices provided in **Exhibit A**. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds. Should the District desire to renew this Agreement, the District shall so notify Contractor in writing within thirty (30) days of the expiration of this Agreement.



**D.** If the District should desire additional work or services, or to add additional lands 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(s) 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.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor.

**E.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, 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.

**F.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**6. INSURANCE.**

**A.** The Contractor or any subcontractor performing the work described in this Agreement 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

\$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 subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$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, agents and supervisors shall be named as an additional insured and certificate holders. 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

**C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), 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.

**7. INDEMNIFICATION.**

**A.** 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, attorney fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Contractor further agrees that nothing herein shall

constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

**8. 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 immediately upon the giving of notice of termination.

**9. 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 notice of termination.

**10. 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.

**11. 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.

**12. 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.

**13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can 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 with 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 off-sets the District may have against the Contractor.

**14. 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.

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

**16. 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.

**17. 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.

**18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

20. **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 District and the Contractor.

21. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

**A. If to the District:** Arbors 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:** BrightView Landscape Services, Inc.  
11530 Davis Creek Court  
Jacksonville, Florida 32256  
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 Notice 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 other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

23. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 District and the Contractor 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 District and the Contractor and their respective representatives, successors, and assigns.

**24. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Duval County, Florida.

**25. EFFECTIVE DATE.** This Agreement shall be effective upon execution, and shall remain in effect until September 30, 2024, unless terminated by either of the District or the Contractor or renewed in accordance with the provisions of this Agreement.

**26. PUBLIC RECORDS.** 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 **Ernesto Torres** (“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, [TORRESE@WHHASSOCIATES.COM](mailto:TORRESE@WHHASSOCIATES.COM), OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**27. 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.

**28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

**29. 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.

**30. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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.

**31. 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**32. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

*[Remainder of page left intentionally blank]*



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

ATTEST:

**ARBORS COMMUNITY DEVELOPMENT DISTRICT**



\_\_\_\_\_  
Secretary / Assistant Secretary



Sarah Wicker (May 17, 2023 16:40 CDT)

\_\_\_\_\_  
Chairperson, Board of Supervisors

**BRIGHTVIEW LANDSCAPE SERVICES, INC.,** a Florida corporation



By: Steven K. Brackin (May 18, 2023 17:33 CDT)

By: \_\_\_\_\_

Its: Vice President & General Manager

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Map

**Exhibit A**  
Scope of Services

**LANDSCAPE MANAGEMENT – ARBORS CDD (ROW MOWING AND LAKE BANKS)**

Base Management Monthly Price	\$ 3,333.00
Base Management Yearly Fee	\$39,996.00

Base Management pricing includes:

- 36 Grounds Maintenance Visits to ROW Bahia
- 20 Grounds Maintenance Visits to Back Lake Areas
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning

**Total Management Monthly Price**                                 **\$ 3,333.00**  
**Total Management Yearly Fee Total**                                 **\$39,996.00**

**Note:**

**Amenity Center Budget # - \$25,000.00**

**Single Cut Price for ROW - \$859 Per Cut**  
**Single Cut Price for Future Lake Areas - \$453 Per Cut**

**Recommend 36 cuts for ROW areas since they are highly visible from roads. Back lake areas 20 cuts recommended.**

**Amenity Center Budget includes the following.**

- **Amenity center tracts include tracts Q, M, T, and X. Also, the landscape island at the intersection of Russian Olive Road and Hemlock Street.**
- **Maintenance includes mowing, weeding, bed weed control, edging, blowing debris, and shrub/ground cover pruning.**
- **Agronomics plan is the 5/2 program, five applications on turf and two on the shrubs.**
- **Insect and disease control as needed.**
- **Monthly irrigation inspections and irrigation report to be provided to Arbors CDD monthly.**
- **Additional items that will be performed on a work order basis are pruning of palm trees, flower change outs, and pine straw / mulching.**

**Exhibit B**  
Landscape Map

Project Name  
**ARBORS AMENITY CENTER**  
 JACKSONVILLE, FL 32206

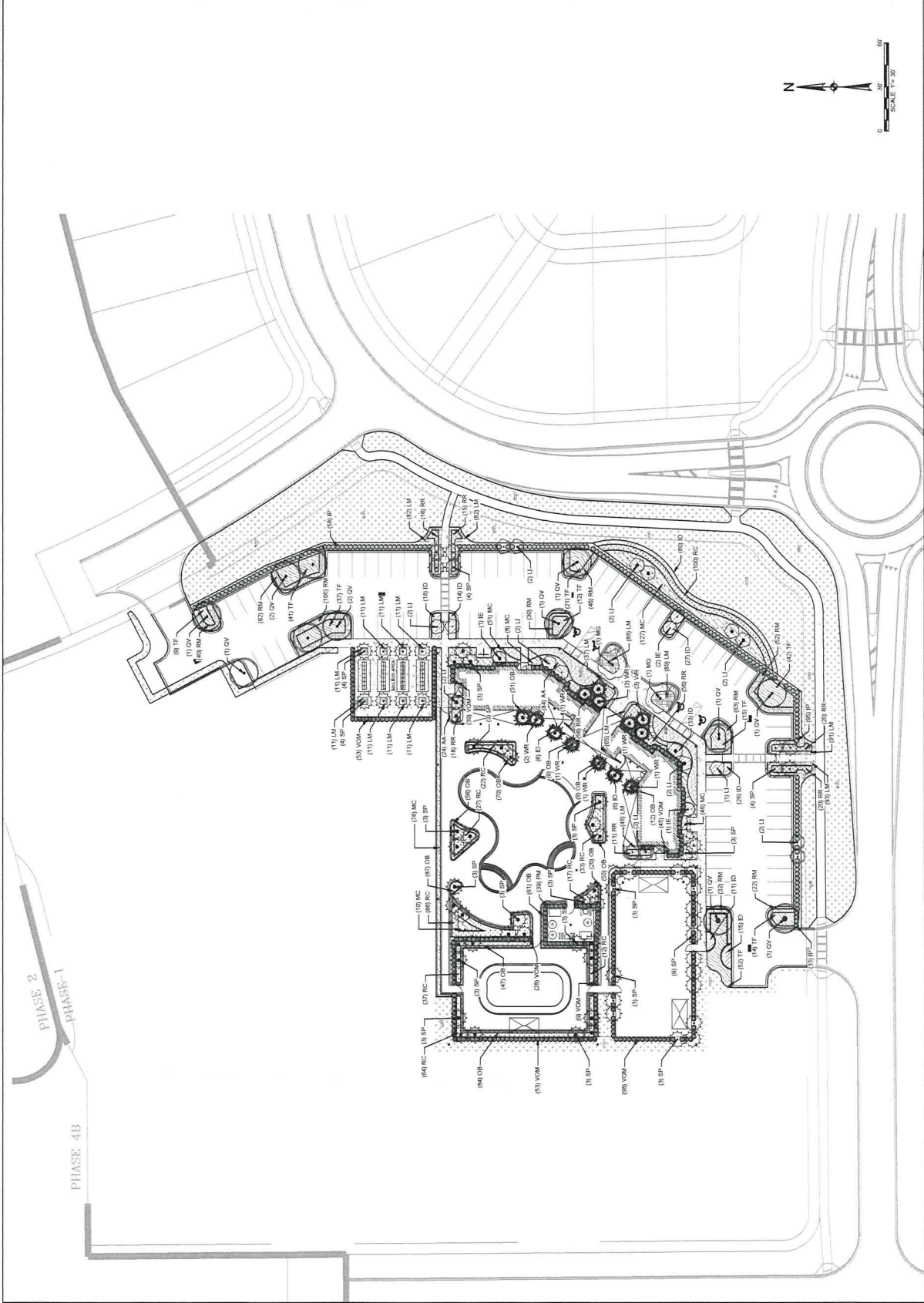
Prepared For  
**D. R. HORTON**

7607 BAYMEADOWS ROAD EAST, SUITE 200  
 JACKSONVILLE, FLORIDA USA 32256  
 904.730.8260 WWW.HALFF.COM  
**HALFF**  
 FL CA 33360 FL CO 2600645

No.	Date	Description

License Number: 0680155  
 JOSEPH A. LOBERTI, P.E.  
 5/4

Project No.: 32742-037  
 Issue Date: MAY 2021  
 Drawn By: JMR  
 Checked By: JMR  
 Date: 11.11.20  
 Sheet No.:  
 Scale:  
**LANDSCAPE PLAN**  
 Sheet Number: **LS-202**



PHASE 2  
 PHASE-1  
 PHASE 4B

NO.	DATE	DESCRIPTION

JOSEPH P. LOVETTA  
 LICENSE NUMBER 888835

DATE PLOTTED	07/20/2017
DESIGNED BY	JASD
CHECKED BY	JASD
DATE	11-22-20
SHEET NO.	

IRRIGATION PLAN  
 IRR-303

**IRRIGATION SCHEDULE**

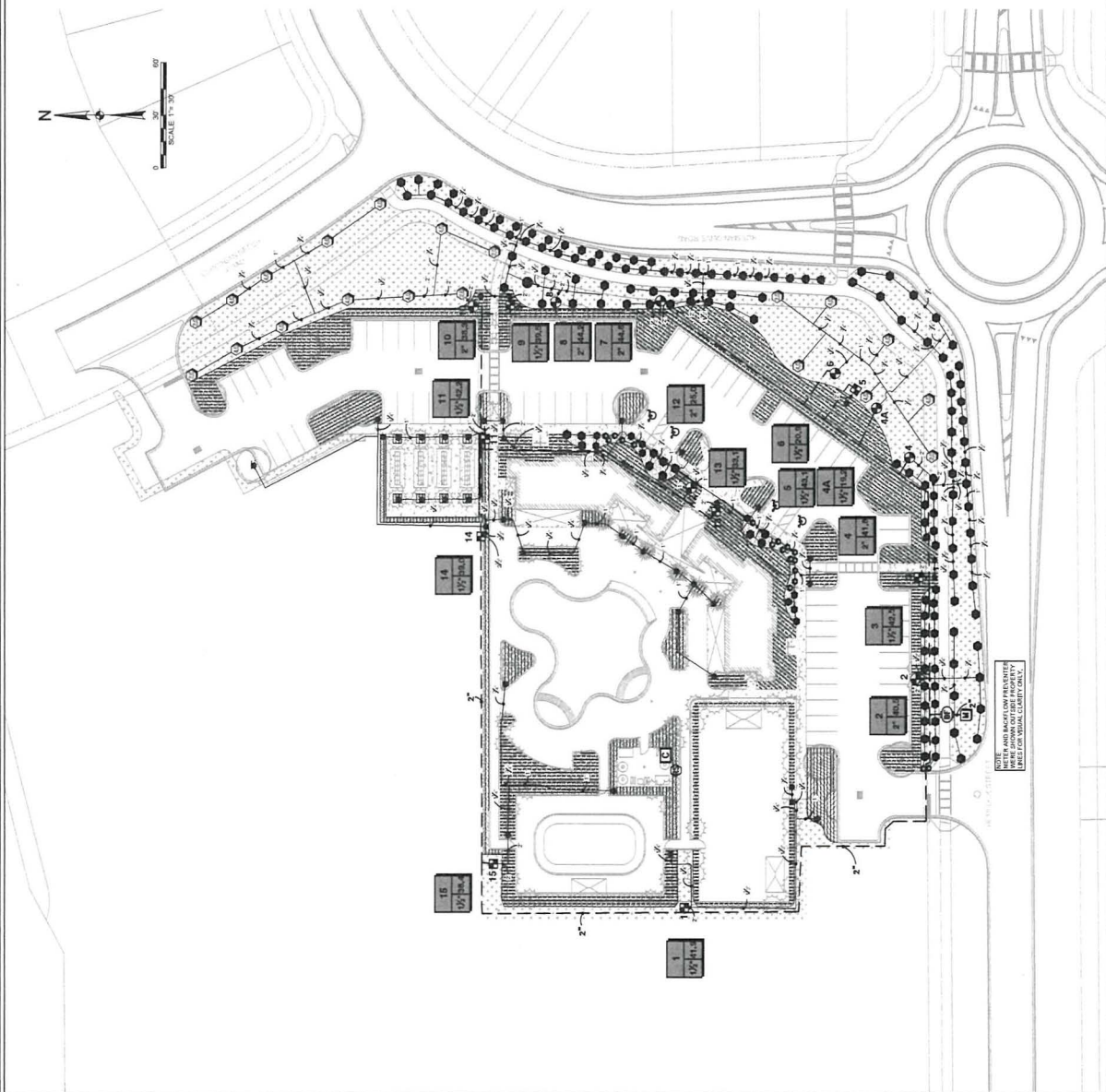
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QPM
●	Rain Bird 1000-PRS 15 Strip Series Turf Spray 6.0" Tri-lobed Sprinkler with Coated Wiper Seal, Pressure Regulating, 12" WPT through threaded flat.	30
●	Rain Bird 1000-PRS 15 Series MPR Turf Spray 6.0" Tri-lobed Sprinkler with Coated Wiper Seal, Pressure Regulating, 12" WPT through threaded flat.	30
●	Rain Bird 1000-PRS ADJ Turf Spray 6.0" Tri-lobed Sprinkler with Coated Wiper Seal, Pressure Regulating, 12" WPT through threaded flat.	30
●	Rain Bird 1000-PRS ADJ Turf Spray 6.0" Tri-lobed Sprinkler with Coated Wiper Seal, Pressure Regulating, 12" WPT through threaded flat.	30

SYMBOL	MANUFACTURER/MODEL	QPM
○	Hunter PGP Ultra 1.52 Blue Standard Nozzle - Turf Nozzle, 2.0 Nozzle (90)	35
○	Hunter PGP Ultra 1.52 Blue Standard Nozzle - Turf Nozzle, 4.0 Nozzle (180)	35

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
□	Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.
□	Pipe Transition Fitted to Drop Bin 1" x 1/2" transition pipe from PVC lateral to drop taking with riser in 1" x 1/2" drop bin.
□	Area 30 Reverse Cycle Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.
□	Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.
□	Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
□	Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.
□	Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.
□	Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.
□	Rain Bird 3022-104-RBL-COM 1-1/2" RPS Ground Zone AS, for Large Commercial Drop Zones, Check-Check Basket Filter, Flow range: 15-40gpm.

**NOTES:**  
 1. ALL SLEEVES SHOULD BE (2) THE DIAMETER OF THE LATERAL OR MAINLINE LATERAL.  
 2. ALL SPRAY HEADS ON PLAN IF APPLICABLE HAVE MATCHED PRECIPITATION RATES.  
 3. HAVE BEEN SHOWN OUTSIDE THE PROPERTY LINE IN PLACES AND IN PAVED AREAS FOR CLARITY.  
 4. A RAIN SENSOR MUST BE INSTALLED, AS WELL AS TRUST TRENCH, IF APPLICABLE. SEE IRRIGATION PLAN AND SCHEDULE FOR PROPOSED RAIN SENSOR LOCATION AND MODEL.  
 5. WATER SENSORS SHOULD BE (2) THE DIAMETER OF THE LATERAL OR MAINLINE LATERAL.  
 6. ALL SLEEVES SHOULD BE (2) THE DIAMETER OF THE LATERAL OR MAINLINE LATERAL.  
 7. ALL SPRAY HEADS ON PLAN IF APPLICABLE HAVE MATCHED PRECIPITATION RATES.  
 8. HAVE BEEN SHOWN OUTSIDE THE PROPERTY LINE IN PLACES AND IN PAVED AREAS FOR CLARITY.  
 9. A RAIN SENSOR MUST BE INSTALLED, AS WELL AS TRUST TRENCH, IF APPLICABLE. SEE IRRIGATION PLAN AND SCHEDULE FOR PROPOSED RAIN SENSOR LOCATION AND MODEL.  
 10. WATER SENSORS SHOULD BE (2) THE DIAMETER OF THE LATERAL OR MAINLINE LATERAL.



# PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	COUNT	NOTES	REMARKS
(IE)	IE	<i>Illex x attenuata 'Elegantior'</i>	English Holly	650	8	12-14" H, 6" Spd., 3" Cal., F.L.S.
(PS)	PS	<i>Phoenix sylvestris</i>	Spiky Palm	BBB	1	C.T. Noted on Plan, Plants #1, F.L.S.
(OV)	OV	<i>Quercus virginiana</i>	High Noon Oak	650	41	12-14" H, 6-7" Spd., 3" Cal., F.L.S.
(WR)	WR	<i>Washingtonia robusta</i>	Mexican Fan Palm	BBB	6	C.T. Noted on Plan, Plants #1, F.L.S.
<b>SHRUBS</b>						
(CH)	CH	<i>Chamaecyparis humilis</i>	European Fan Palm	150	12	4" H, 4" Spd., F.L.S.
(IC)	IC	<i>Illex cornuta</i>	Drops of Gold	75	76	15-18" H, 15-18" Spd., 30" O.C.
(LOC)	LOC	<i>Liriodendron chinense</i>	Ruby Liquidambar	30	103	18-24" H, 18-24" Spd., 30" O.C.
(MC)	MC	<i>Muhlenbergia caerulea</i>	Pink Muhly	30	84	24-30" H, 18-24" Spd., 30" O.C.
(PMP)	PMP	<i>Podocarpus macrophyllus</i>	Dwarf Podocarpus	30	93	24-30" H, 18-24" Spd., 30" O.C.
<b>GROUND COVERS</b>						
(DT)	DT	<i>Daniella surmelioides</i>	Mahogany Blue Lily	10	240	12-15" H, 12-15" Spd., 15-12" H, 18" O.C.
(LM)	LM	<i>Liriodendron chinense</i>	Liriodendron	10	220	18" H, 18" O.C.
(RM)	RM	<i>Rosa x Multiflora</i>	Coral Dawn Rose	30	136	6-10" H, 12-15" Spd., 2" O.C.
(TA)	TA	<i>Taxodium distichum</i>	Swamp Cypress	10	618	6-8" H, 6-8" Spd., 12" O.C.



MATCHLINE TO SHEET LS-03

ARBORS ENTRY SIGN/FOUNTAIN  
JACKSONVILLE, FLORIDA

FORESTAR

**HALFF**

7807 BAYMEADOWS ROAD EAST, SUITE 200  
JACKSONVILLE, FLORIDA 32256  
PHONE 904 720 8580 WWW.HALFF.COM  
FL CA 33280 FL LC 2600045

DATE: \_\_\_\_\_

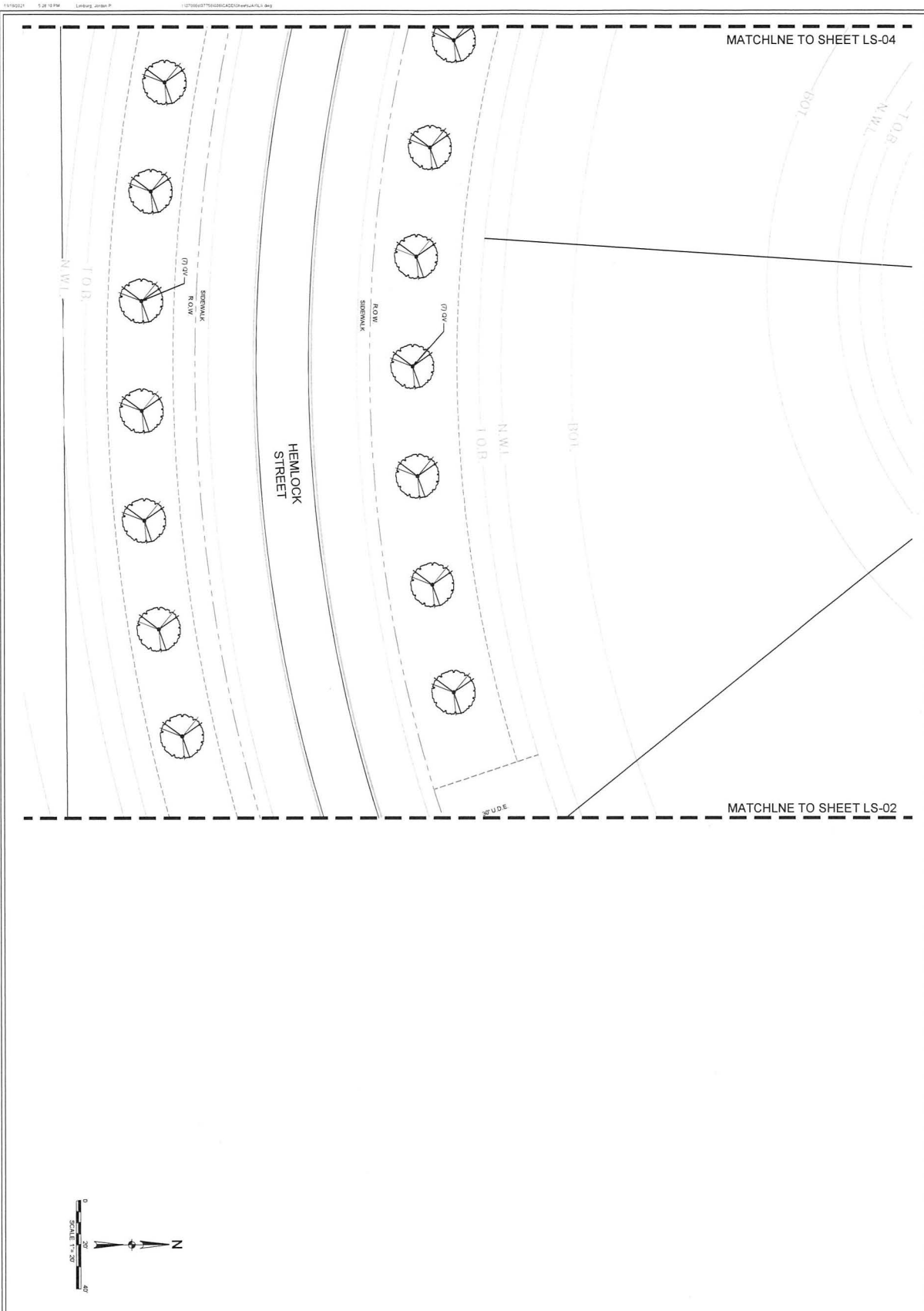
NO. \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

Project No.: 177226-02  
 Date: NOV. 3, 2021  
 Drawn By: J.A.  
 Checked By: J.P.  
 Scale: 1" = 20'  
 Sheet No.

**LANDSCAPE PLAN**

Sheet Number: **LS-02**



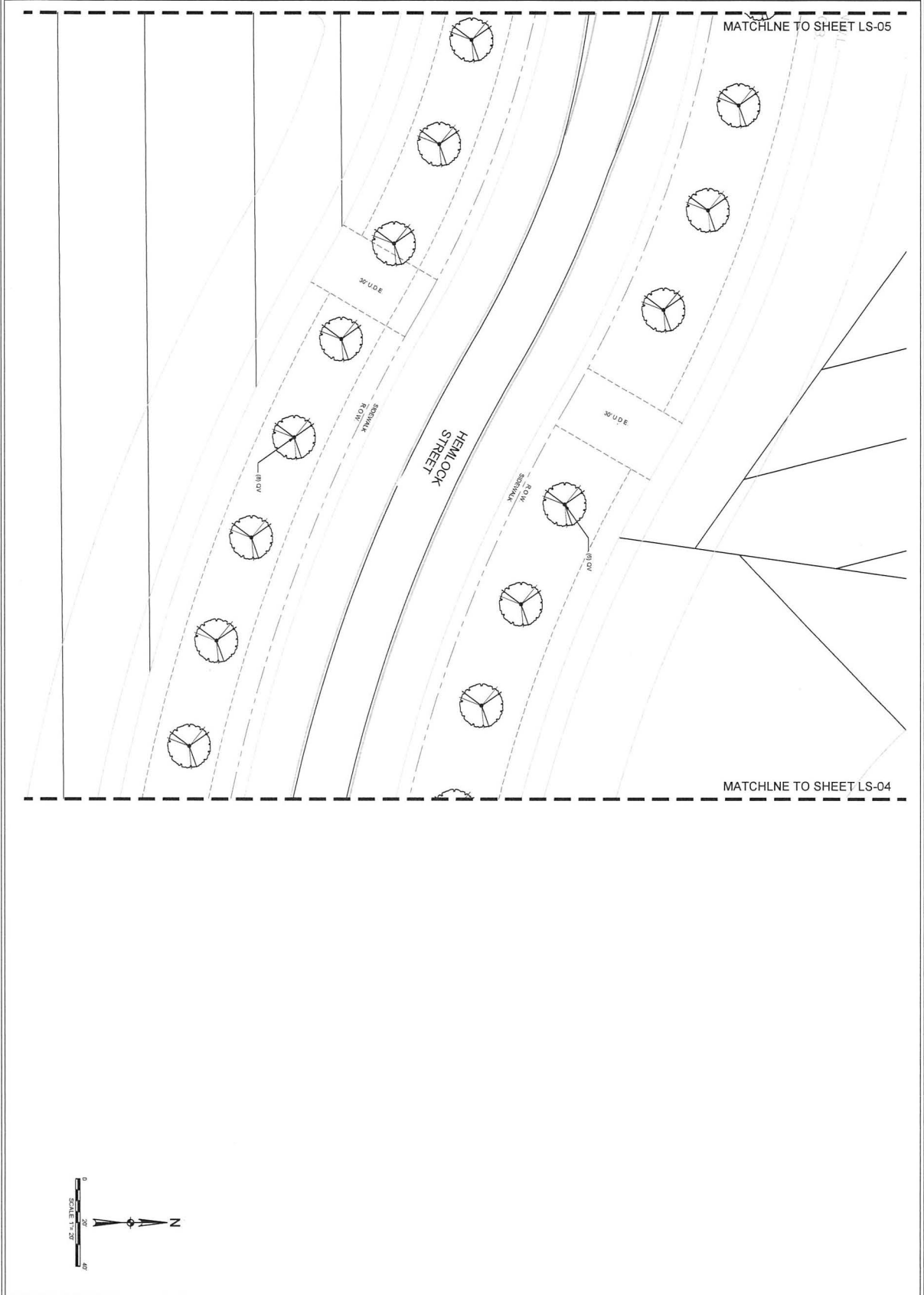
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 Drawn By JPL  
 Checked By JPL  
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 Date 11/20/2017  
 Sheet Title LANDSCAPE PLAN  
 Sheet Number LS-03

Jordan P. Limburg, P.A.  
 License Number FL 98819221

Revision		
No.	Date	Description

**HALFF**  
 7807 BAYMEADOWS ROAD EAST, SUITE 200  
 JACKSONVILLE, FLORIDA USA 32256  
 Phone 904.730.9380 www.Halff.com  
 FL CA 33380 FL LC 26000645

Project Name  
**ARBORS ENTRY SIGN/FOUNTAIN**  
 JACKSONVILLE, FLORIDA  
 Prepared For  
**FORESTAR**



Sheet Name	LS-04
Project Name	ARBORS ENTRY SIGN/FOUNTAIN
Location	JACKSONVILLE, FLORIDA
Client	FORESTAR
Prepared By	JPL
Checked By	JPL
Scale	1" = 20'
Drawn By	JPL
Project No.	277023
Revision	1
Date	1/17/2021
Description	LANDSCAPE PLAN

Revision No.	Date	Description

**HALFF**  
 7807 BAYMEADOWS ROAD EAST, SUITE 200  
 JACKSONVILLE, FLORIDA USA 32256  
 Phone 904.730.9380 www.Halff.com  
 FL CA 33380 FL LC 26000645

Project Name  
**ARBORS ENTRY SIGN/FOUNTAIN**  
 JACKSONVILLE, FLORIDA  
 Prepared For  
**FORESTAR**

Jordan P. Limburg, P.A.  
 License Number FL 6661921



Project Name  
**ARBORS ENTRY SIGN/FOUNTAIN**

Prepared For  
**FORESTAR**

JACKSONVILLE, FLORIDA

7807 BAYMEADOWS ROAD EAST, SUITE 200  
 JACKSONVILLE, FLORIDA USA 32256  
 Phone # 904 730 9380 WWW.HALFF.COM  
 FL CA 33380 FL LC 28000645

**HALFF**

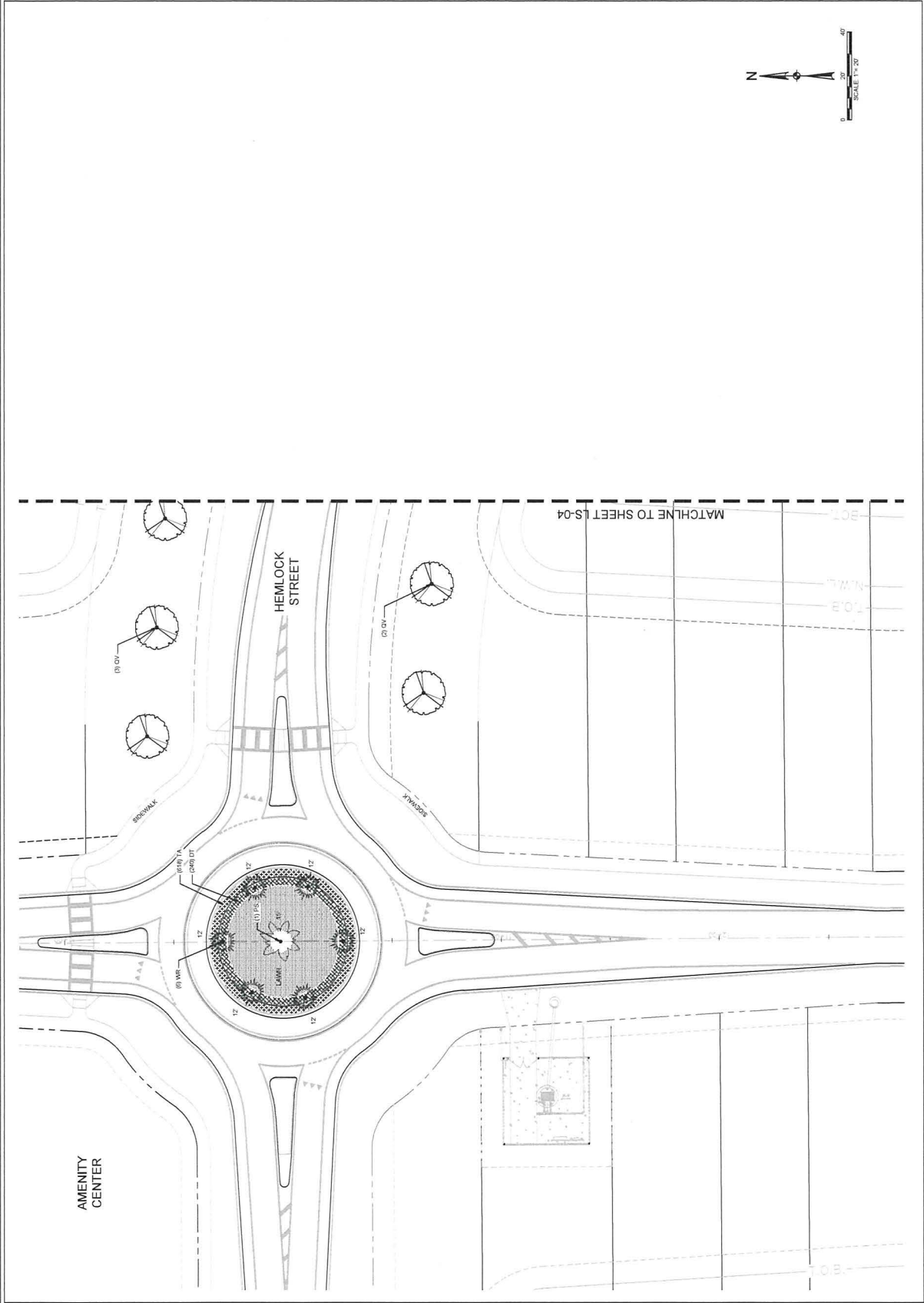
Revision	No	Date	Description

Project Number: FL 0807821  
 Designer: Andrew M. A.

Project No. 377595-05  
 Revised NOV. 3, 2021  
 Drawn By: A.  
 Checked By: A.  
 Scale: 1" = 20'  
 Sheet No.

**LANDSCAPE PLAN**

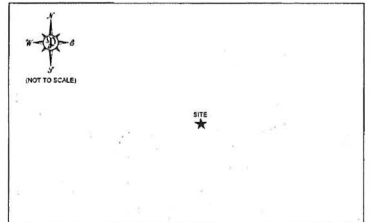
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**LS-05**



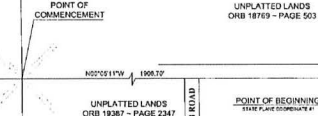
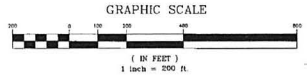
# ARBORS - PHASE 1A

A PART OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

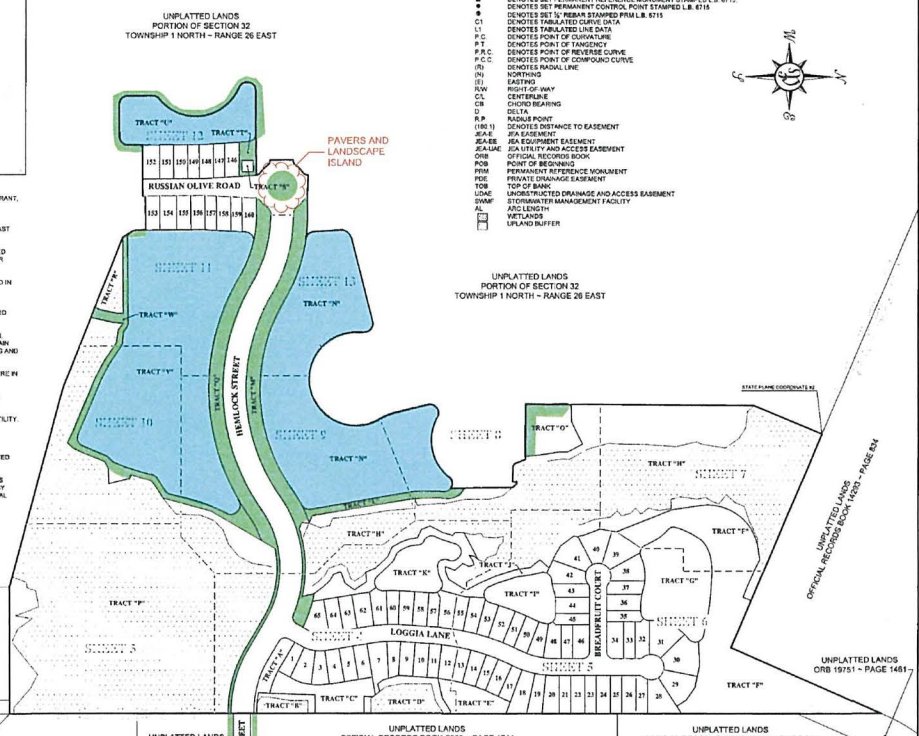
VICINITY MAP



- NOTES
- 1.) ALL BEARINGS SHOWN HERE ON ARE BASED ON THE SOUTH LINE OF SECTION 37, CHARLES BROWNARD GRANT, TOWNSHIP 1 NORTH, RANGE 26 EAST AS B&T 11387.
  - 2.) THE INTENDED USE OF THESE COORDINATES IS FOR BASE MAPPING PURPOSES. STATE PLANE COORDINATES SHOWN HEREIN ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83) FLORIDA EAST ZONE 1991.
  - 3.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
  - 4.) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
  - 5.) THE EASEMENTS SHOWN HEREIN AND DESIGNATED AS UNOBSTRUCTED DRAINAGE EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY AFFECT THE USE AND ACCESS OF SAID EASEMENTS BY THE CITY OF JACKSONVILLE.
  - 6.) THIS PLAT IS NOT THE SOURCE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) INFORMATION. INQUIRIES RELATING TO FEMA INFORMATION, FLOOD INSURANCE RATE MAPS, FEMA, OR OTHER FLOODPLAIN MANAGEMENT DOCUMENTS SHOULD BE MADE TO THE CITY OF JACKSONVILLE'S DEPARTMENT OF PLANNING AND DEVELOPMENT, DEVELOPMENT SERVICES DIVISION.
- NOTE: AT THE TIME OF RECORDATION OF THIS PLAT, ALL OR PORTIONS OF THE PLATTED LANDS HEREIN WERE IN A SPECIAL FLOOD HAZARD AREA (SFHA).
- 7.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
  - 8.) NOTICE: RESIDENTIAL LOTS MAY BE LOCATED IN AN AIRPORT ENVIORN ZONE AND/OR AIR INSTALLATION COMPATIBLE USE ZONE AND/OR MAY BE SUBJECT TO INCREASED NOISE OR HAZARD LEVELS ASSOCIATED WITH AIR TRAFFIC OPERATIONS.
  - 9.) LANDS SHOWN HEREIN ARE SUBJECT TO A DEED OF CONSERVATION EASEMENT IN FAVOR OF ST. JOHN'S WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1244, PAGE 124, AS AFFECTED BY PARTIAL RELEASE OF AND ASSIGNMENT TO REGULATORY CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 157, OF SAID RECORDS.



- LEGEND
- DENOTES SET PERMANENT REFERENCE MONUMENT STAMPED L.B. 8715
  - DENOTES SET PERMANENT CONTROL POINT STAMPED L.B. 8714
  - ▲ DENOTES SET 'N' IRIDIUM STAMPED PFM L.B. 8715
  - DENOTES TANGENTIAL LINE DATA
  - DENOTES POINT OF CURVATURE
  - DENOTES POINT OF TANGENCY
  - P.R.C. DENOTES POINT OF REVERSE CURVE
  - (R) DENOTES RADIAL LINE
  - (R) DENOTES RADIAL CURVE
  - (E) EASTING
  - BNW NORTH OF WAY
  - CL CENTERLINE
  - CB CHORD BEARING
  - D DELTA
  - R.P. RADIAL POINT
  - (R) DENOTES DISTANCE TO EASEMENT
  - SEA/EASEMENT SEA EASEMENT
  - SEA/EASEMENT SEA UTILITY AND ACCESS EASEMENT
  - OPIC OFFICIAL RECORDS BOOK
  - POB POINT OF BEGINNING
  - PRM PERMANENT REFERENCE MONUMENT
  - POE PRIVATE DRAINAGE EASEMENT
  - TOP OF BANK
  - LOAD UNOBSTRUCTED DRAINAGE AND ACCESS EASEMENT
  - STOMP STORAGE/TREATMENT FACILITY
  - AL ARC LENGTH
  - DMP DRAINAGE METHOD
  - ULR LAND BUFFER



STATE PLANE COORDINATES TABLE

POINT	NORTHING	EASTING	DESCRIPTION
1	2227514.9823	233847.1723	POINT OF BEGINNING
2	2228136.4623	2338812.0202	NORTH HORIZONTAL CORNER OF TRACT 'G'

UNPLATTED LANDS  
OFFICIAL RECORDS BOOK 14293 - PAGE 634

UNPLATTED LANDS  
OFFICIAL RECORDS BOOK 14293 - PAGE 634

PREPARED BY  
**PERRET AND ASSOCIATES, INC.**  
1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207  
PHONE (904) 805-0030 - L.B. NO. 6715

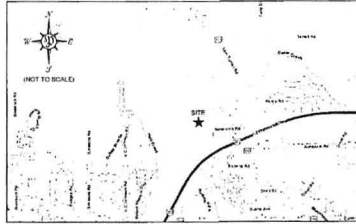
PUD ORDINANCE #: 2017-717-E PLANS AND PLAT CITY DEV #: 8308.003

# ARBORS - PHASE 1B

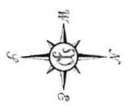
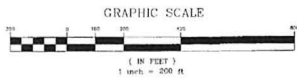
A PART OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

SHEET 2 OF 5 SHEETS

### VICINITY MAP



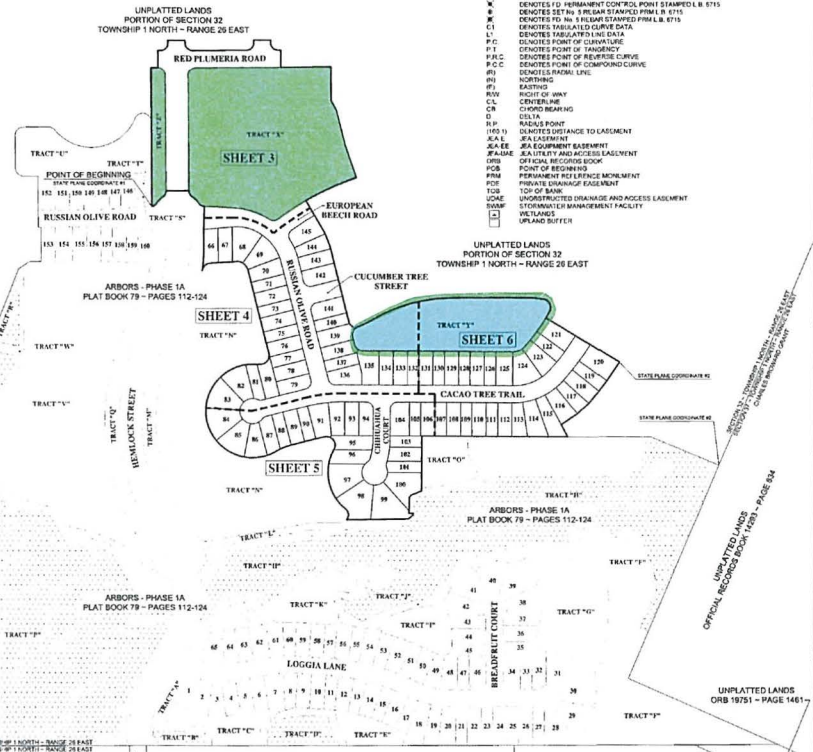
- NOTES
- 1) ALL BARRINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT "A", ARBORS - PHASE 1A, AS RECORDED IN PLAT BOOK "X", PAGES 84 & 85 OF THE COUNTY PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AS 5873712 "W".
  - 2) THE REFERENCE USE OF THESE COORDINATES IS FOR DEED BOUNDARY PURPOSES. STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83) (811), FLORIDA EAST ZONE (81).
  - 3) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR SERIAL FORM OF THE PLAT.
  - 4) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
  - 5) THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNRESTRICTED DRAINAGE EASEMENTS SHALL REMAIN TOTALLY UNRESTRICTED BY ANY INSTRUMENTS THAT MAY IMPROVE THE USE AND ACCESS OF SAID EASEMENTS BY THE CITY OF JACKSONVILLE.
  - 6) THIS PLAT IS NOT THE SOURCE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) INFORMATION. INQUIRIES RELATIVE TO FEMA INFORMATION, FLOOD HAZARD RATES, HAZARDOUS (FLOODING) MANAGEMENT DOCUMENTS SHOULD BE MADE TO THE CITY OF JACKSONVILLE'S DEPARTMENT OF PLANNING AND DEVELOPMENT, DEVELOPMENT SERVICES DIVISION.
- NOTE: AT THE TIME OF RECORDATION OF THIS PLAT, ALL OR PORTIONS OF THE PLATTED LANDS HEREON WERE IN A SPECIAL FLOOD HAZARD AREA (SFHA).
- 7) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE, TELEVISION, SERVICES. PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
  - 8) NOTICE: INDIVIDUAL LOTS MAY BE LOCATED IN AN AIRPORT ENHANCE ZONE AND/OR AIR INSTALLATION COMPATIBLE USE ZONE (AICUZ) AND MAY BE SUBJECT TO HEIGHT RESTRICTIONS OR HAZARD LEVELS ASSOCIATED WITH AIR TRAFFIC OPERATIONS.
  - 9) LANDS SHOWN HEREON ARE SUBJECT TO A DEED OF CONSERVATION EASEMENT IN FAVOR OF ST. JOHN'S WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 7308, PAGE 298, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO REGULATORY CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 7348, PAGE 1067, OF SAID RECORDS.



UNPLATTED LANDS  
ORB 18789 - PAGE 503

UNPLATTED LANDS  
PORTION OF SECTION 32  
TOWNSHIP 1 NORTH - RANGE 26 EAST

UNPLATTED LANDS  
OFFICIAL RECORDS BOOK 3789 - PAGE 792



- LEGEND
- DENOTES SET PERMANENT REFERENCE MONUMENT STAMPED L.B. 8715
  - DENOTES SET PERMANENT CONTROL POINT STAMPED L.B. 8715
  - ▲ DENOTES SET IN A BREAM STAMPED P.M.A. B. 8715
  - ◆ DENOTES SET IN A BREAM STAMPED P.M.A. B. 8715
  - DENOTES TABLED CURVE DATA
  - DENOTES TABLED LINE DATA
  - P.C. DENOTES POINT OF CURVATURE
  - P.T.C. DENOTES POINT OF TANGENCY
  - P.R.C. DENOTES POINT OF REVERSE CURVE
  - P.C.C. DENOTES POINT OF COMPOUND CURVE
  - (R) DENOTES RADIAL LINE
  - (N) NORTHING
  - (E) EASTING
  - (W) WESTING
  - P.W. RIGHT-OF-WAY
  - C.V. CENTERLINE
  - CR. CHORD BEARING
  - CD. CHORD
  - R.P. RADIAL POINT
  - (100.0) DENOTES DISTANCE TO EASEMENT
  - J.E.A. JEA EASEMENT
  - J.E.A.E. JEA EQUIPMENT EASEMENT
  - J.A.U. JEA UTILITY AND ACCESS EASEMENT
  - O.R.E. OFFICIAL RECORDS EASEMENT
  - P.O.B. POINT OF BEGINNING
  - P.M. PERMANENT FENCE MONUMENT
  - P.D. PRIVATE DRAINAGE EASEMENT
  - T.O.B. TOP OF BANK
  - U.O.A. UNRESTRICTED DRAINAGE AND ACCESS EASEMENT
  - S.O.M. STORMWATER MANAGEMENT FACILITY
  - U.L. UNPLATTED LANDS
  - U.S. UPGRADE SETBACK

UNPLATTED LANDS  
ORB 1709  
PAGE 578

UNPLATTED LANDS  
OFFICIAL RECORDS BOOK 8889 - PAGE 1744

UNPLATTED LANDS  
OFFICIAL RECORDS BOOK 14293 - PAGE 834

STATE PLANE COORDINATES TABLE

POINT	NORTHING	EASTING	DESCRIPTION
1	123119.317	428753.883	POINT OF BEGINNING
2	123228.149	428753.883	NORTH NORTHERLY CORNER OF LOT 123

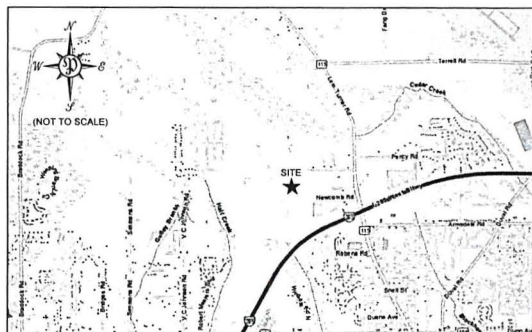
PREPARED BY:  
**PERRET AND ASSOCIATES, INC.**  
1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207  
PHONE: (904) 859-0030 - L.B. NO. 8715

# ARBORS - PHASE 2

A PART OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

SHEET 2 OF 8 SHEETS

### VICINITY MAP

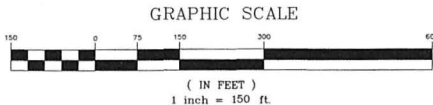
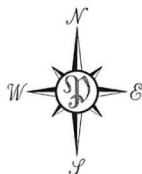


**NOTES:**

- 1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF TRACT "H", ARBORS - PHASE 1A, AS RECORDED IN PLAT BOOK XX, PAGES XX-XX OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA, AS 0001822E.
  - 2) THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NSRS 2011), FLORIDA EAST ZONE 0901
  - 3) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
  - 4) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
  - 5) THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED DRAINAGE EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENTS BY THE CITY OF JACKSONVILLE.
  - 6) THIS PLAT IS NOT THE SOURCE OF FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") INFORMATION. INQUIRIES RELATING TO FEMA INFORMATION, FLOOD INSURANCE RATE MAPS ("FIRM"), OR OTHER FLOODPLAIN MANAGEMENT DOCUMENTS SHOULD BE MADE TO THE CITY OF JACKSONVILLE'S DEPARTMENT OF PLANNING AND DEVELOPMENT, DEVELOPMENT SERVICES DIVISION.
- NOTE: AT THE TIME OF RECORDED OF THIS PLAT, ALL OR PORTIONS OF THE PLATTED LANDS HEREIN WERE IN A SPECIAL FLOOD HAZARD AREA ("SFHA").
- 7) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
  - 8) NOTICE: INDIVIDUAL LOTS MAY BE LOCATED IN AN AIRPORT ENVIRON ZONE AND/OR AIR INSTALLATION COMPATIBLE USE ZONE (AICUZ) AND MAY BE SUBJECT TO INCREASED NOISE OR HAZARD LEVELS ASSOCIATED WITH AIR TRAFFIC OPERATIONS.
  - 9) LANDS SHOWN HEREON ARE SUBJECT TO A DEED OF CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1458, PAGE 2424, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO REGULATORY CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 19349, PAGE 1557, OF SAID RECORDS.

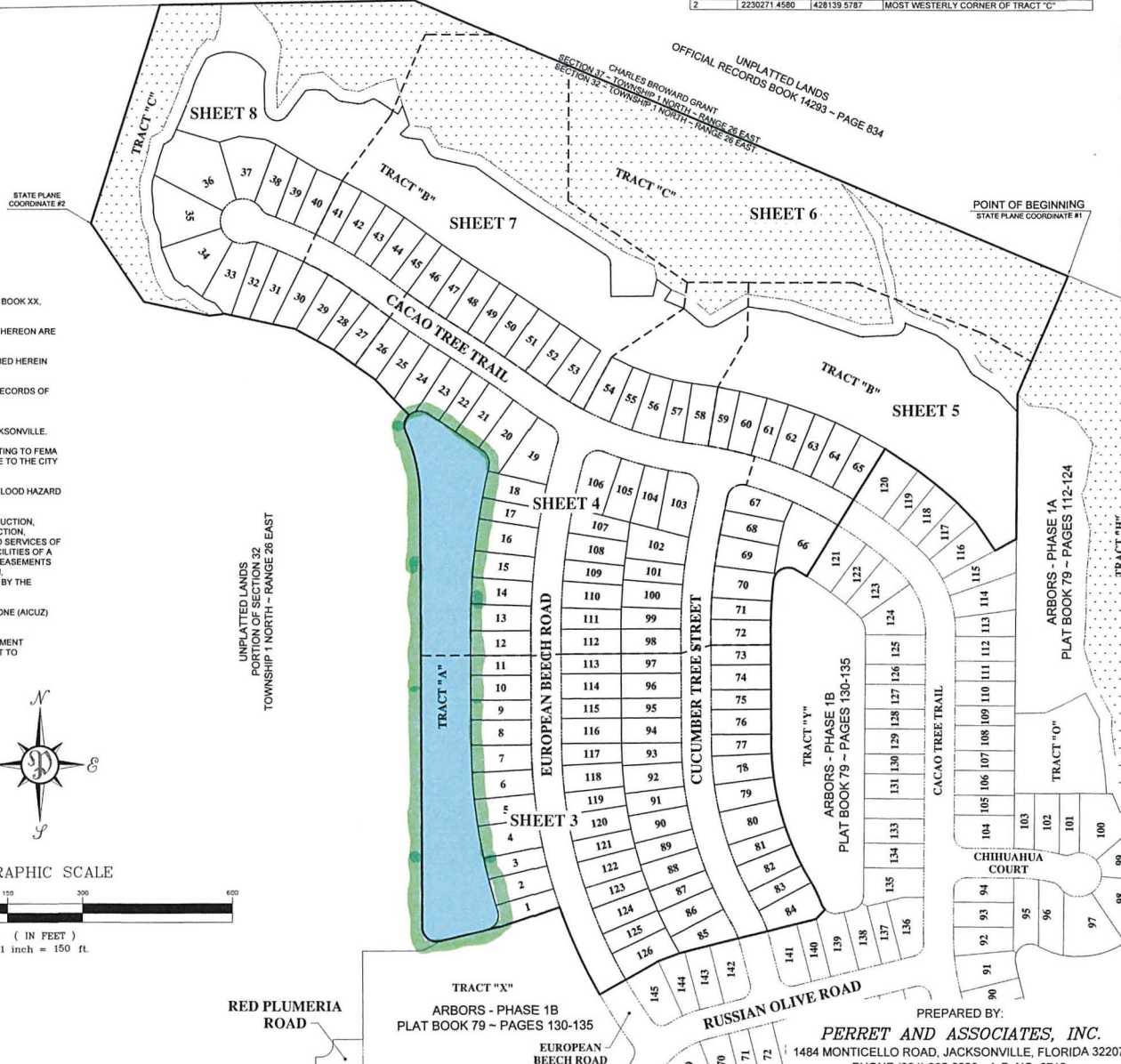
**LEGEND**

- DENOTES SET PERMANENT REFERENCE MONUMENT STAMPED L.B. 6715
- DENOTES SET PERMANENT CONTROL POINT STAMPED L.B. 6715
- ✕ DENOTES PERMANENT CONTROL POINT STAMPED L.B. 6715
- ⊙ DENOTES SET No. 5 REBAR STAMPED PRM L.B. 6715
- ⊗ DENOTES FD. No. 5 REBAR STAMPED PRM L.B. 6715
- C1 DENOTES TABULATED CURVE DATA
- L1 DENOTES TABULATED LINE DATA
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVE
- P.C.C. DENOTES POINT OF COMPOUND CURVE
- (R) DENOTES RADIAL LINE
- (N) NORTHING
- (E) EASTING
- R/W RIGHT-OF-WAY
- C/L CENTERLINE
- CB CHORD BEARING
- Δ DELTA
- R.P. RADIUS POINT
- (100.1) DENOTES DISTANCE TO EASEMENT
- JEA-E JEA EASEMENT
- JEA-EE JEA EQUIPMENT EASEMENT
- JEA-UAE JEA UTILITY AND ACCESS EASEMENT
- ORB OFFICIAL RECORDS BOOK
- POB POINT OF BEGINNING
- PRM PERMANENT REFERENCE MONUMENT
- PDE PRIVATE DRAINAGE EASEMENT
- TOB TOP OF BANK
- UDAE UNOBSTRUCTED DRAINAGE AND ACCESS EASEMENT
- SWMF STORMWATER MANAGEMENT FACILITY
- W UPLAND BUFFER



UNPLATTED LANDS  
ORB 12191, PAGE 301  
(PARCEL 11)

STATE PLANE COORDINATES TABLE			
POINT	NORTHING	EASTING	DESCRIPTION
1	2230169.4676	430095.3072	POINT OF BEGINNING
2	2230271.4580	428139.5787	MOST WESTERLY CORNER OF TRACT "C"



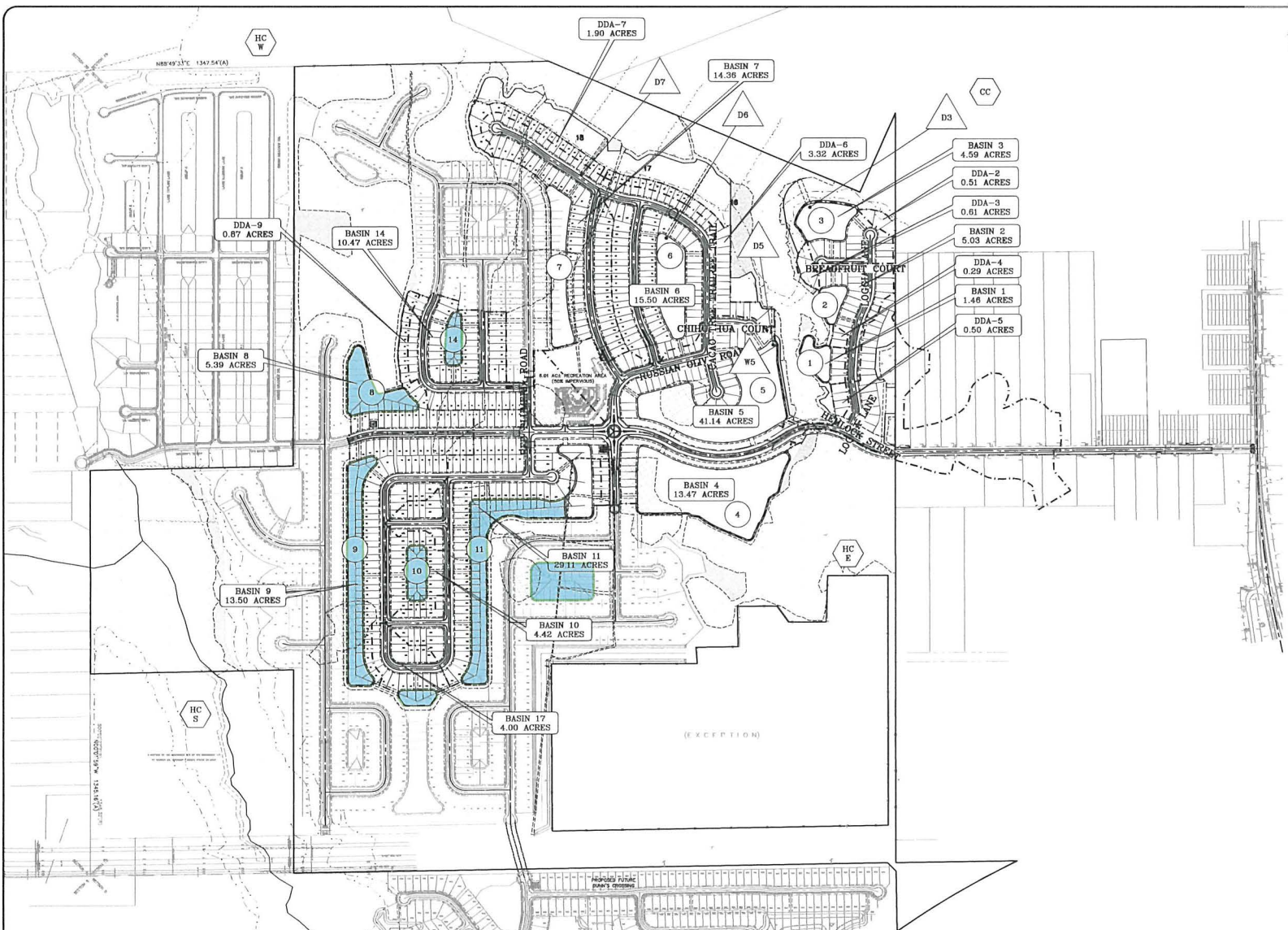
PREPARED BY:  
**PERRET AND ASSOCIATES, INC.**  
1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207  
PHONE (904) 805-0030 ~ L.B. NO. 6715

CDN: 8308.4

RCV: 11/22/2021 16:10

( IN FEET )  
1 inch = 300 ft.

- LEGEND**
- = WETLANDS
  - = UPLAND BUFFER
  - = WETLAND IMPACT
  - = BASIN BOUNDARY
  - = BASIN I.D. & SIZE
  - = NODE
  - = BOUNDARY CONDITION
  - = LINK

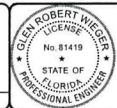


REVISIONS	
NO	DATE

DESIGNED BY: DAI  
 DRAWN BY: SS/SM/NS/MR  
 CHECKED BY: V. DUNN  
 SCALE: 1" = 300'  
 DATE: 11/22/2021  
 PROJ. NO.: 1911-496-2

**DAI** Dunn & Associates, Inc.  
 CIVIL ENGINEERS / LAND PLANNERS  
 8647 Bayline Road, Suite 200  
 Jacksonville, Florida 32256  
 Phone: (904)363-8916 Fax: (904)363-8917  
 www.dunneng.com

**ARBORS - PHASE 2**  
 FOR:  
 D.R. HORTON, INC - JACKSONVILLE  
 DUVAL COUNTY, FLORIDA  
 POST DEVELOPMENT DRAINAGE PLAN - PHASE 1-4A



This item has been electronically signed and sealed by Glen R. Wieger, P.E. on 11/22/2021 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

VINCENT J. DUNN ENGINEER 39 30422    DATED M. TAYLOR ENGINEER 39 44161    GLEN R. WIEGER ENGINEER 39 81614

Sheet No. 11 of 51  
**PST-1**  
 DWG. NO.

PROJECT NAME: NOT RELEASED FOR CONSTRUCTION

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**



## Water Management Agreement

**JEM**

This Agreement, made this June day of 12 2023 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

**PROPERTY NAME** (*Community/Business/Individual*) Arbors CDD

**MANAGEMENT COMPANY** WHA

**INVOICING ADDRESS** 2300 Glades Road #410W

**CITY** Boca Raton **STATE** FL **ZIP** 33431 **PHONE** (561) 571-0010

**EMAIL ADDRESS** arborscdd@districtap.com torrese@whhassociates.com **EMAIL INVOICE:**  **YES**  **OR NO**

**THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO**      **THIRD PARTY INVOICING PORTAL: YES OR NO**

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

**REQUESTED START DATE:** June 18, 2023  
**PURCHASE ORDER #:** \_\_\_\_\_

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

**Five (5) ponds (Ponds 4, 5, 6, 7 and a portion of Pond 11) associated with the Arbors CDD in Jacksonville, Florida.**

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$ <u>590.00 Monthly</u>
2. Shoreline Grass and Brush Control Program	\$ <u>INCLUDED</u>
3. Detailed Written Management Reports	\$ <u>INCLUDED</u>
4. Stocking of (150) Triploid Grass Carp for Biological Control	\$ <u>1,720.00 Upon Stocking</u>
5. Free Call Back Service and Additional Treatments (upon request)	\$ <u>INCLUDED</u>
<b>Total of Services Accepted</b>	<b>\$ <u>590.00 Monthly</u></b>

**\$590.00** of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$590.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **June 15th, 2023**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Signed Jesse Mason

JESSE MASON, SALES MANAGER

CUSTOMER

Signed Sarah Wicker Dated 6/13/2023

Name Sarah Wicker

## TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
  - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.



# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MAY 31, 2023**

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MAY 31, 2023**

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 6,123	\$ -	\$ -	\$ 6,123
Investments				
Revenue	-	1,532	-	1,532
Reserve	-	425,211	-	425,211
Capitalized interest	-	918	-	918
Construction	-	-	664,016	664,016
Cost of issuance	-	402	-	402
Undeposited funds	7,210	9,003	-	16,213
Due from general fund	-	-	1,386	1,386
Total assets	<u>\$ 13,333</u>	<u>\$ 437,066</u>	<u>\$ 665,402</u>	<u>\$ 1,115,801</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 5,824	\$ -	\$ 1,386	\$ 7,210
Due to Landowner	-	-	4,281	4,281
Due to capital projects fund	1,386	-	-	1,386
Accrued contracts payable	-	-	263,763	263,763
Accrued taxes payable	122	-	-	122
Landowner advance	6,000	-	-	6,000
Unearned revenue	-	9,003	-	9,003
Total liabilities	<u>13,332</u>	<u>9,003</u>	<u>269,430</u>	<u>291,765</u>
Fund balances:				
Restricted				
Debt service	-	428,063	-	428,063
Capital projects	-	-	395,972	395,972
Unassigned	1	-	-	1
Total fund balances	<u>1</u>	<u>428,063</u>	<u>395,972</u>	<u>824,036</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,333</u>	<u>\$ 437,066</u>	<u>\$ 665,402</u>	<u>\$ 1,115,801</u>

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MAY 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 13,610	\$ 38,646	\$ 83,432	46%
Total revenues	<u>13,610</u>	<u>38,646</u>	<u>83,432</u>	46%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	4,521	-	N/A
Management/accounting/recording	4,000	22,000	40,000	55%
Legal	1,280	10,509	25,000	42%
Engineering	-	-	2,000	0%
Dissemination agent*	83	250	667	37%
Telephone	16	133	200	67%
Postage	-	113	250	45%
Printing & binding	42	333	500	67%
Legal advertising	402	402	6,500	6%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	384	750	51%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>5,823</u>	<u>38,645</u>	<u>83,432</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	7,787	1	-	
Fund balances - beginning	(7,786)	-	-	
Fund balances - ending	<u>\$ 1</u>	<u>\$ 1</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023  
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 1,805	\$ 2,452
Total revenues	1,805	2,452
<b>EXPENDITURES</b>		
Interest	74,791	74,791
Cost of issuance	-	165,128
Total debt service	74,791	239,919
Excess/(deficiency) of revenues over/(under) expenditures	(72,986)	(237,467)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	919,721
Underwriter's discount	-	(220,410)
Original issue discount	-	(33,781)
Total other financing sources	-	665,530
Net change in fund balances	(72,986)	428,063
Fund balances - beginning	501,049	-
Fund balances - ending	\$ 428,063	\$ 428,063

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED MAY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 2,392	\$ 5,697
Total revenues	<u>2,392</u>	<u>5,697</u>
<b>EXPENDITURES</b>		
Construction costs	<u>134,495</u>	<u>11,125,004</u>
Total expenditures	<u>134,495</u>	<u>11,125,004</u>
Excess/(deficiency) of revenues over/(under) expenditures	(132,103)	(11,119,307)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	<u>-</u>	<u>11,515,279</u>
Total other financing sources/(uses)	<u>-</u>	<u>11,515,279</u>
Net change in fund balances	(132,103)	395,972
Fund balances - beginning	<u>528,075</u>	<u>-</u>
Fund balances - ending	<u>\$ 395,972</u>	<u>\$ 395,972</u>

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**  
**MINUTES OF MEETING**  
**ARBORS**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Arbors Community Development District held a Regular Meeting on May 2, 2023 at 1:00 p.m., at 14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258.

**Present at the meeting were:**

Sarah Wicker	Chair
Heather Allen	Assistant Secretary
Christopher Williams	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel
Kyle McGee (via telephone)	Kutak Rock LLP
Vince Dunn (via telephone)	District Engineer
Mikel Denton	Development Manager
Beth Grossman	Forestar

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 1:06 p.m. Supervisors Wicker, Allen and Williams were present. Supervisors Porter and Teagle were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2023-36, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date**

Mr. Torres presented Resolution 2023-36. He reviewed the proposed Fiscal Year 2024 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal



44 Year 2023 budget, and explained the reasons for any changes. The proposed Fiscal Year 2024  
45 anticipates both on and off-roll assessments.

46 ➤ **Consideration of Landscape Contractor**

47 **This item, previously the Fifth Order of Business, was discussed out of order.**

48 Mr. Torres stated the Landscape contractor proposals were omitted from the agenda.

49 Discussion ensued about the \$65,000 BrightView proposal and additional areas that  
50 might be added in Fiscal Year 2024. The consensus was that the budgeted amount is sufficient.

51 Mr. Torres stated proposals were received from SOLitude, Lake Doctors and BrightView.

52 Discussion ensued regarding the ponds that will be maintained.

53 The following change was made to the proposed Fiscal Year 2024 budget:

54 Page 1, "Aquatic maintenance\*\*\*" line item: Increase to \$16,000

55

56 **On MOTION by Ms. Allen and seconded by Ms. Wicker, with all in favor,**  
57 **Resolution 2023-36, Approving a Proposed Budget for Fiscal Year 2023/2024,**  
58 **as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law on**  
59 **July 11, 2023 at 1:00 p.m., at 14785 Old St. Augustine Road, Suite #300,**  
60 **Jacksonville, Florida 32258; Addressing Transmittal, Posting and Publication**  
61 **Requirements; Addressing Severability; and Providing an Effective Date, was**  
62 **adopted.**

63

64

65 **FOURTH ORDER OF BUSINESS**

**Consideration of Landscape Contractor**

66

67 This item was discussed during the Fourth Order of Business. District Counsel will  
68 prepare the Agreement. The Agreement term will be through September 30, 2024 to align with  
69 the CDD's fiscal year.

70

71 **On MOTION by Ms. Wicker and seconded by Ms. Allen, with all in favor, the**  
72 **BrightView proposal, in the amount of \$65,000, authorizing District Counsel to**  
73 **prepare the Agreement and for the Chair to execute, was approved.**

74

75

76 **FIFTH ORDER OF BUSINESS**

**Consideration of Pond Maintenance Contractor**

77

78

79 This item was deferred.

80

81 SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2023

82  
83

84 On MOTION by Mr. Teagle and seconded by Ms. Wicker, with all in favor, the  
85 Unaudited Financial Statements as of March 31, 2023, were accepted.

86  
87

88 SEVENTH ORDER OF BUSINESS

Approval of April 4, 2023 Regular Meeting Minutes

89  
90

91 On MOTION by Ms. Allen and seconded by Ms. Wicker, with all in favor, the  
92 April 4, 2023 Regular Meeting Minutes, as presented, were approved.

93  
94

95 EIGHTH ORDER OF BUSINESS

Staff Reports

96  
97

A. District Counsel: Kutak Rock LLP

98 There was no report.

99 B. District Engineer: Dunn & Associates, Inc.

100 Mr. Dunn stated that three requisitions were processed thus far. Another contractor  
101 invoice is pending and it might be the final requisition to exhaust the construction funds.

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

- 103 • Registered Voters in District as of April 15, 2023
- 104 • NEXT MEETING DATE: June 6, 2023 at 1:00 PM
- 105 ○ QUORUM CHECK

106 The June 6, 2023 meeting will be cancelled. The next meeting will be July 11, 2023.

107

108 NINTH ORDER OF BUSINESS

Board Members' Comments/Requests

109  
110

There were no Board Members' comments or requests.

111

112 TENTH ORDER OF BUSINESS

Public Comments

113  
114

There were no public comments.

115

116 ELEVENTH ORDER OF BUSINESS

Adjournment

117  
118

119 On MOTION by Ms. Wicker and seconded by Mr. Williams, with all in favor, the meeting adjourned at 1:25 p.m.

120  
121  
122  
123  
124  
125

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Secretary/Assistant Secretary

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Chair/Vice Chair

**ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**

**REPORTS**

**ARBORS COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION***14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>December 6, 2022</b>	<b>Public Hearings and Regular Meeting</b>	<b>1:00 PM</b>
<b>January 3, 2023</b> <i>rescheduled to January 19, 2023</i>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January 19, 2023</b>	<b>Regular Meeting</b>	<b>2:30 PM</b>
<b>February 7, 2023</b>	<b>Budget Public Hearing and Regular Meeting</b>	<b>1:00 PM</b>
<b>March 7, 2023</b> <i>rescheduled to March 14, 2023</i>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 14, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 4, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 2, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>June 6, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 4, 2023</b> <i>rescheduled to July 11, 2023</i>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 11, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 1, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>September 5, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>