

# **ARBORS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**February 6, 2024**

**BOARD OF SUPERVISORS  
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**

January 30, 2024

Board of Supervisors  
Arbors Community Development District

Dear Board Members:

The Board of Supervisors of the Arbors Community Development District will hold a Regular Meeting on February 6, 2024 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. Acceptance of Resignation of Robert Porter [Seat 2]
4. Consideration of Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2026*
  - Administration of Oath of Office to Appointed Supervisor
5. Consideration of Resolution 2024-02, Appointing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of First Coast Contract Maintenance Service, LLC Proposals
  - A. Field Operations Services
  - B. Amenity Management
7. Consideration of Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
8. Consideration of Resolution 2024-03, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date
9. Discussion: Meeting Location for May-September 2024 Meetings
10. Consideration of Resolution 2024-04, Directing the Chairman and District Staff to File a Petition with the City of Jacksonville, Florida, Requesting the Passage of an Ordinance, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date
  - A. Consideration of Boundary Amendment Funding Agreement

**ATTENDEES:**

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

**NOTE: Meeting Location**

- 11. Acceptance of Unaudited Financial Statements as of December 31, 2023
- 12. Approval of January 2, 2024 Regular Meeting Minutes
- 13. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
    - Required Ethics Training
  - B. District Engineer: *Dunn & Associates, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: March 5, 2024 at 1:00 PM

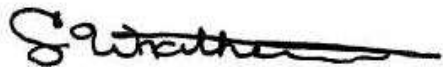
○ QUORUM CHECK

SEAT 1	SARAH WICKER	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2		<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

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. 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**

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**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
Arbors Community Development District  
Attn: District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: ROBERT PORTER  
Printed Name

Date: JAN 30, 2024  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Arbors Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and  personally presented at a duly noticed meeting of the Board of Supervisors,  scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or  faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

RSK  
Signature

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORS COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Arbors Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

**SECTION 1.** The following is/are appointed as Officer(s) of the District effective February 6, 2024:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of February 6, 2024:

Robert Porter                      Vice Chair

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 6TH DAY OF FEBRUARY, 2024.**

ATTEST:

**ARBORS COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**6A**

First Coast Contract Maintenance Service LLC.  
352 Perdido Street  
Saint Johns, FL 32259

(PH) 904-537-9034  
(FX) 904-396-2383



Jan 17th, 2024

**Prepared For: Ernesto Torres**  
**WHH Associates**

**Prepared By: Tony Shiver**  
**President First Coast CMS LLC**

## **Proposal:**

First Coast CMS LLC is an Amenity and Facility Management company designed to assist property management companies and developers with the day to day management of onsite maintenance task and personnel. With a dedicated maintenance manager directing onsite workers and job task, Owners/Management can focus on the other aspects of the property.

Why choose First Coasts CMS?:

- Immediate coverage when needed for emergencies
- Assist Managers in locating outside contractors when the job calls for it.
- Support for larger jobs for instances that more workers are needed.
  - i.e. clean up after extreme weather
- Records of maintenance task performed and recommendations for projects and preventative maintenance utilizing award winning CMMS software
- Technicians are NSPF Certified Pool Operators, eliminating the need for traditional pool service companies.

- No need to worry about payroll, insurance, or workers compensation, it's all covered!

Each property is evaluated, and a maintenance and janitorial program is created to accommodate whatever the needs may be.

## **Property: The Arbors CDD**

### **Field Services \$700 per month**

First Coast CMS will solicit, schedule and monitor third party vendors that perform services as needed for the CDD maintained areas. This will include vendors such as landscape contractors, aquatic maintenance contractors and repair vendor. FCCMS will ensure vendors are properly licensed/insured and assist vendor with proper invoicing to the District Management.

FCCMS will schedule **two** site visits per month for full site inspection and provide monthly Field report to District. Additional site visits will be invoiced at a rate of \$45 per hour.

FCCMS will provide representative to each District meeting, either in Person or by phone to discuss any concerns or answer questions.

FCCMS will develop and implement an Inclement Weather Readiness Plan and will communicate with residents the appropriate information, including emergency contacts, and facility closures/openings.

Materials purchased to provide services, are not covered under the estimate and will be submitted for reimbursement and a 3% purchase.

In consideration for providing services specified above by First Coast CMS LLC, payment to the order of **\$700** to be paid within (45) thirty days of invoice date.

Additional staffing approved by District Management will be invoiced at \$25 per hour. This includes additional staffing as needed for District Sponsored Special Events.

If agreed upon, a contract would be drafted and signed by both parties specifying details and could be terminated at any time by either party given a 60-day written notice by First Coast CMS and 30 day written notice by The District.

Thank you for your consideration and we hope to do business with your organization.

Tony Shiver  
President  
First Coast CMS LLC.

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**6B**

First Coast Contract Maintenance Service LLC.  
352 Perdido Street  
Saint Johns, FL 32259

(PH) 904-537-9034  
(FX) 904-396-2383



Jan 17th, 2024

**Prepared For: Ernesto Torres**  
**WHH Associates**

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**President First Coast CMS LLC**

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Why choose First Coasts CMS?:

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- Assist Managers in locating outside contractors when the job calls for it.
- Support for larger jobs for instances that more workers are needed.
  - i.e. clean up after extreme weather
- Records of maintenance task performed and recommendations for projects and preventative maintenance utilizing award winning CMMS software
- Technicians are NSPF Certified Pool Operators, eliminating the need for traditional pool service companies.

- No need to worry about payroll, insurance, or workers compensation, it's all covered!

Each property is evaluated, and a maintenance and janitorial program is created to accommodate whatever the needs may be.

## **Property: The Arbors CDD**

### **Scope:**

#### **Janitorial and Custodial \$745 per month**

First Coast CMS will provide all necessary services to maintain the facility's indoor and exterior space, including the pool deck.

Janitorial Services would be performed three days per week by cleaning staff.

### **Clubhouse**

#### **Duties and Responsibilities**

Empty and replace liners in all garbage cans  
 Clean clubhouse restrooms and stock if needed  
 Clean entrance doors inside and out  
 Sweep and mop ceramic tile  
 Wipe down all tables, coffee tables, end tables  
 Clean kitchen area, wipe down appliances  
 Dust all pictures, light fixtures, A/C vents and T. V's  
 Clean interior windowsills and glass windows  
 Dust blinds/window treatments and interior ceiling fans

#### **Frequency of Service**

Each Visit  
 Each Visit  
 Each Visit  
 Each Visit  
 Each Visit  
 Each Visit  
 Monthly  
 Monthly  
 Monthly

### **Pool Bathrooms**

#### **Duties and Responsibilities**

Empty and replace liners in garbage cans  
 Sanitize counter tops and diaper changing stations  
 Sanitize all toilets, urinals, and sinks  
 Sweep and sanitize floors  
 Clean all mirrors  
 Wipe down and disinfect all partition doors  
 Restock all paper products, soaps, and toiletries  
 Dust all light fixtures, vents, & door frames

#### **Frequency of Service**

Each Visit  
 Each Visit  
 Each Visit  
 Each Visit  
 Each Visit  
 Each Visit  
 As Needed  
 Monthly

### **Exterior/Police Grounds**

#### **Duties and Responsibilities**

Empty all exterior garbage cans and replace liners  
 Police pool deck for trash  
 Clean exterior windowsills and windows

#### **Frequency of Service**

Each Visit  
 Each Visit  
 Monthly



Clean Soffits and Fascia boards

Monthly or as needed

### **Recreation Amenities**

#### **Duties and Responsibilities**

Arrange pool furniture and blow off decks

Clean water fountains

Wipe down pool furniture

Check sand in ashtrays and clean/replenish (if applicable)

High dust exterior ceiling fans and light fixtures

Check light bulbs and replace any that are burnt out

#### **Frequency of Service**

Each Visit

Each Visit

Weekly

Monthly

Weekly or as needed

Each Visit

### **Pool and Splash Pad Cleaning and Maintenance \$1075 per month**

Our certified technician will be responsible for and maintaining correct water chemistry in the swimming pool. A series of water tests will be conducted at each visit. The results of these tests will be interpreted and used to determine the chemicals needed to maintain and assure purity and water balance as recommended by the NSPF and required by the State of Florida.

In addition, the technician will be responsible for cleaning the filter, pump and skimmer baskets as needed. The technician will also be responsible for general maintenance and adjustment of pool equipment as needed. The pool will be vacuumed regularly, and surface water skimmed to remove floating debris. The technician will manually clean pool steps and tiles as needed.

The pool will be inspected regularly and anything that appears to be in violation of the state pool code will either be corrected, or management notified of the violation so it can be corrected as soon as possible.

A manually written record will be kept showing activities of the pool, as well as a full test kit onsite at all times. Entries will show water test, chemicals added, filter condition, and whatever maintenance task performed on the pool that day. The routine chemical test performed by the technician will be Free Chlorine Residual, pH, Acid Demand, Total Alkalinity, Calcium Hardness, and Cyanuric Acid.

Any repairs or additional work will be charged extra. This includes work on mechanical seals, bearings, gaskets, light bulbs, or any other part of the pool that is not "routine" pool maintenance.

Any chemicals and filter media used to properly treat and balance the pool are not covered and will be invoiced monthly for reimbursement with a 3% purchase fee.

### **Common Area Maintenance \$450 per month**

This includes the following:

- Inspection and documenting the fitness equipment condition weekly and report repairs as needed.

- Monitor condition of all doors, fencing, gates, touch up painting, cobweb control and prevent debris from accumulating on the walls.
- Replacing A/C filters
- Changing interior/exterior lights
- Inspect and operate security cameras, and access controls
- Blow off entire pool deck weekly
- Maintain operational condition of ADA pool life and safety equipment
- Inspect playground and make minor repairs as needed
- Inspect and maintain condition of courts, fencings, and wind screens.
- Inspect and document conditions of parking lot and lighting weekly

Three hours per week will be dedicated to general facilities maintenance, upkeep and repair. The onsite personnel may repair any minor issue that 1) does not require a trade license 2) Is not covered under another contract 3) Can be completed within the allotted time frame, and 4) Does not require prior approval from management. Materials for repairs are not covered and will be submitted for reimbursement. The District Manager will be notified about any issue that can't be repaired "in house" or requires invoicing upon completion.

### **Other Agreed Services**

#### **Staffing \$1720 per month**

First Coast CMS will provide a uniformed and trained staff member to assist residents with access and serve as a facility attendant. The attendant will monitor the use and condition of the facilities to ensure the CDD policies are enforced and provide for safe operations of the facility. The attendant will be onsite for 2 days per week, to include Saturday and Sunday, for a maximum of 16 hours per week.

#### **Onsite Facility Management and Field Services \$1700 per month**

First Coast CMS will solicit, schedule and monitor third party vendors for perform services as needed for the CDD Amenity Center and the CDD maintained areas. This will include vendors such as plumbers, electricians, special event vendors, food trucks, and pest control companies. FCCMS will ensure vendors are properly licensed/insured and assist vendor with proper invoicing to the District Management.

FCCMS will staff an Amenity Manager onsite for **10 hours** each week to assist residents as needed for access cards, rentals, etc.

FCCMS will schedule and monitor fire extinguishers and other facility life safety apparatus, and schedule appropriate vendors.

FCCMS will operate and maintain a mass email communication system (e-blast) to update residents and management of important information that pertains to the Amenities, OR other information requested by District Management.

FCCMS will develop and implement an Inclement Weather Readiness Plan and will communicate with residents the appropriate information, including emergency contacts, and facility closures/openings.

FCCMS will secure facility during Hurricane/Tropical Storms. This includes securing the furniture and shade awnings if required. FCCMS will close the facility to residents 48 hours prior to landfall of a named Tropical Storm.

FCCMS will communicate directly with Residents regarding issues or concerns they have involving the amenity center or CDD maintained areas.

At the request of the District Manager, First Coast CMS will prepare a report for the Board of Supervisors regarding the general maintenance, repairs, and condition of the amenity center and its features.

Materials purchased to provide services, for repair and janitorial, are not covered under the estimate and will be submitted for reimbursement and a 3% purchase delivery fee.

In consideration for providing services specified above by First Coast CMS LLC, payment to the order of **\$5690** to be paid within (45) thirty days of invoice date.

Additional staffing approved by District Management will be invoiced at \$25 per hour. This includes additional staffing as needed for District Sponsored Special Events.

If agreed upon, a contract would be drafted and signed by both parties specifying details and could be terminated at any time by either party given a 60-day written notice by First Coast CMS and 30 day written notice by The District.

Thank you for your consideration and we hope to do business with your organization.

Tony Shiver  
President  
First Coast CMS LLC.

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**EMMA® Filing Assistance Software as a Service License Agreement**

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Arbors Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

**NOW, THEREFORE**, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.


This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Arbors Community Development District

Disclosure Technology Services, LLC

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Print: Michael Klurman  
Title: Vice President  
Date: 01-02-2024

## **Exhibit A – Fee Schedule**

### **Annual License Fee:**

1. \$1000 per annum for all bond issuances to be issued by the District.

## Exhibit B – CDD Addendum

**The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):**

**PUBLIC RECORDS.** DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS 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 DTS 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 DTS'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 DTS, DTS 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 DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Craig Wrathell, Wrathell, Hunt & Associates, 2300 Glades Road, 33431**

**LIMITATIONS ON LIABILITY.** Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SCRUTINIZED COMPANIES.** DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.



**E-VERIFY.** DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Arbors Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

**WHEREAS**, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of the Ordinance creating the District ("Ordinance") was September 28, 2022; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 5th day of November, 2024 at \_\_\_\_:\_\_\_\_ a/p.m., at \_\_\_\_\_.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's regular meeting held on the 6th day of February, 2024. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 6th day of February, 2024.

ATTEST:

**ARBORS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Composite Exhibit A:** Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**Composite Exhibit A**

Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS  
OF THE ARBORS COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Arbors Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing in the City of Jacksonville, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024  
TIME: \_\_\_\_:\_\_\_\_ a/p.m.  
PLACE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the 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 the appeal is to be based.

Craig Wrathell  
District Manager

**ARBORS COMMUNITY DEVELOPMENT DISTRICT  
INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: \_\_\_\_\_:\_\_\_\_\_ **A/PM**

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**  
**ARBORS COMMUNITY DEVELOPMENT DISTRICT**  
**THE CITY OF JACKSONVILLE, DUVAL COUNTY FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Arbors Community Development District to be held at the office of \_\_\_\_\_, on November 5, 2024 at \_\_\_\_: \_\_\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
 Printed Name of Legal Owner

\_\_\_\_\_  
 Signature of Legal Owner

\_\_\_\_\_  
 Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).



**OFFICIAL BALLOT**  
**ARBORS COMMUNITY DEVELOPMENT DISTRICT**  
**THE CITY OF JACKSONVILLE, DUVAL COUNTY FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER 5, 2024**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the remaining candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Arbors Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

## RESOLUTION 2024-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORS COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF JACKSONVILLE, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Arbors Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Act"), and City of Jacksonville Ordinance No. 2022-642-E, (the "Ordinance"); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, master stormwater system, water and sewer system, roadway improvements, recreational improvements, landscape and hardscape improvements and other infrastructure; and

**WHEREAS**, the District presently consists of 187.33 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the District desires to amend its boundaries to include certain property which property is generally depicted in **Exhibit A** attached hereto and incorporated herein by reference ("Expansion Area") and upon which property the District intends to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the proposed Expansion Area consists of portions of sufficiently contiguous lands previously identified in the Ordinance as "Future Expansion Parcels" which may be added to the boundaries of the District within ten (10) years of the District's establishment pursuant to Section 190.046(1)(h), Florida Statutes; and

**WHEREAS**, the District will obtain written consents to the expansion of the District by the landowners of the lands included in the Expansion Area; and

**WHEREAS**, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, the expansion of land to the District in the Expansion Area is not inconsistent with either the State or local comprehensive plan; and

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

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

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

**WHEREAS**, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the City of Jacksonville, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

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

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

**SECTION 2.** The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City of Jacksonville to seek the amendment of the District's boundaries to include the lands within the Expansion Area, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundaries.

**SECTION 3.** The Board hereby authorizes the District Chairman and Kutak Rock LLP, District Counsel, to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Jacksonville to amend the boundaries of the District.

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this 6<sup>TH</sup> day of February 2024.

ATTEST:

**ARBORS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Description of Expansion Area

**EXHIBIT A**  
**BOUNDARIES OF EXPANSION AREA**

A PORTION OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE S89°03'42"W, ALONG SAID SOUTH LINE OF SECTION 32, A DISTANCE OF 3986.74 FEET; THENCE N00°04'17"W, A DISTANCE OF 1349.02 FEET; THENCE S88°53'36"W, A DISTANCE OF 1341.59 FEET TO THE EAST LINE OF ANGEL LAKES PHASE I AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 53, PAGES 87 THROUGH 87B OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N00°02'12"W, ALONG LAST SAID EAST LINE AND THE EAST LINE OF ANGEL LAKES PHASE II AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 55, PAGES 5 THROUGH 5B OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1345.57 FEET TO THE SOUTH LINE OF GREENE MEADOWS PHASE ONE-A AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 72, PAGES 99 THROUGH 103 OF SAID CURRENT PUBLIC RECORDS; THENCE N88°43'08"E, ALONG LAST SAID SOUTH LINE AND THE SOUTH LINE OF GREENE MEADOWS PHASE ONE-B AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 74, PAGES 77 THROUGH 81 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1340.10 FEET TO THE EAST LINE OF SAID GREENE MEADOWS PHASE ONE-B; THENCE N00°08'32"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 1232.85 FEET; THENCE S88°47'57"E, DEPARTING LAST SAID EAST LINE, A DISTANCE OF 524.91 FEET; THENCE S07°15'38"E, A DISTANCE OF 423.71 FEET; THENCE S89°55'40"W, A DISTANCE OF 131.89 FEET; THENCE S29°18'27"W, A DISTANCE OF 10.95 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 55.38 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S69°25'31"W, 47.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 51.87 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S25°32'51"W, 51.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 60.43 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S17°14'25"W, 59.52 FEET TO A POINT OF TANGENCY; THENCE S00°04'20"E, A DISTANCE OF 302.95 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.29 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S36°38'25"E, 35.75 FEET TO A POINT OF NON-TANGENCY; THENCE S00°24'48"E, A DISTANCE OF 132.98 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 29.46 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S70°29'49"W, 29.46 FEET TO A POINT OF NON-TANGENCY; THENCE S17°42'26"E, A DISTANCE OF 60.00 FEET; THENCE S00°24'48"E, A DISTANCE OF 126.30 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 29.34 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S27°56'36"W, 28.18 FEET TO A POINT OF TANGENCY; THENCE S00°04'20"E, A DISTANCE OF 1412.52 FEET TO A POINT OF

CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 47.12 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S45°04'20"E, 42.43 FEET TO A POINT OF TANGENCY; THENCE N89°55'40"E, A DISTANCE OF 106.89 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 34.94 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N56°33'57"E, 33.00 FEET TO A POINT OF NON-TANGENCY; THENCE S66°47'47"E, A DISTANCE OF 184.67 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 34.76 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N56°23'43"E, 32.85 FEET TO A POINT OF TANGENCY; THENCE N89°35'12"E, A DISTANCE OF 192.66 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 34.72 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S57°15'39"E, 32.81 FEET TO A POINT OF NON-TANGENCY; THENCE N65°53'29"E, A DISTANCE OF 193.28 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 34.72 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S57°15'39"E, 32.81 FEET TO A POINT OF TANGENCY; THENCE N89°35'12"E, A DISTANCE OF 104.04 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 47.12 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N44°35'12"E, 42.43 FEET TO A POINT OF TANGENCY; THENCE N00°24'48"W, A DISTANCE OF 921.40 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 165.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 314.69 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N54°13'29"E, 269.12 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 67.29 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S80°46'31"E, 66.97 FEET TO A POINT OF TANGENCY; THENCE N89°35'12"E, A DISTANCE OF 388.71 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID POINT LYING ON THE SOUTH LINE OF ARBORS - PHASE 1A AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 79, PAGES 112 THROUGH 124 OF SAID CURRENT PUBLIC RECORDS; THENCE ALONG THE SOUTH LINE OF SAID ARBORS - PHASE 1A THE FOLLOWING TEN (10) COURSES: COURSE ONE (1): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 47.12 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N44°35'12"E, 42.43 FEET TO A POINT OF TANGENCY; COURSE TWO (2): N00°24'48"W, A DISTANCE OF 50.45 FEET; COURSE THREE (3): N89°35'12"E, A DISTANCE OF 180.00 FEET; COURSE FOUR (4): N00°24'48"W, A DISTANCE OF 9.51 FEET; COURSE FIVE (5): N89°35'12"E, A DISTANCE OF 120.00 FEET; COURSE SIX (6): S00°24'48"E, A DISTANCE OF 30.31 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET; COURSE SEVEN (7): SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 19.54 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S16°24'32"E, 19.29 FEET TO A POINT OF TANGENCY; COURSE EIGHT (8): S32°24'16"E, A DISTANCE OF 37.12 FEET;

COURSE NINE (9): S68°26'08"E, A DISTANCE OF 565.26 FEET; COURSE TEN (10): S75°03'06"E, A DISTANCE OF 733.76 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18769, PAGE 503 OF SAID CURRENT PUBLIC RECORDS; THENCE ALONG THE NORTH, WEST, SOUTH AND EAST LINE OF LAST SAID LANDS, THE FOLLOWING ELEVEN (11) COURSES: COURSE ONE (1): S00°01'15"E, A DISTANCE OF 308.03 FEET; COURSE TWO (2): N89°47'53"W, A DISTANCE OF 249.10 FEET; COURSE THREE (3): N35°54'08"W, A DISTANCE OF 130.75 FEET; COURSE FOUR (4): S89°36'57"W, A DISTANCE OF 261.63 FEET; COURSE FIVE (5): S00°40'35"E, A DISTANCE OF 268.21 FEET; COURSE SIX (6): S89°23'50"W, A DISTANCE OF 279.67 FEET; COURSE SEVEN (7): S00°00'00"E, A DISTANCE OF 109.53 FEET; COURSE EIGHT (8): N89°59'53"W, A DISTANCE OF 966.88 FEET; COURSE NINE (9): S00°20'45"E, A DISTANCE OF 1108.70 FEET; COURSE TEN (10): N89°03'45"E, A DISTANCE OF 2226.45 FEET; COURSE ELEVEN (11): N00°05'11"W, A DISTANCE OF 1657.28 FEET TO SAID SOUTH LINE OF ARBORS - PHASE 1A; THENCE N89°48'00"E, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE S00°05'11"E, ALONG LAST SAID EAST LINE, A DISTANCE OF 1906.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 169.84 ACRES, MORE OR LESS.



# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **10A**

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN  
THE ARBORS COMMUNITY DEVELOPMENT DISTRICT  
AND FORESTAR (USA) REAL ESTATE GROUP INC.**

This Agreement (“Agreement”) is made and entered into as of 6<sup>th</sup> day of February 2024, by and between:

**Arbors Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Jacksonville, Florida (hereinafter “District”), and

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with offices located at 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006, Florida 32259 (“Developer”).

**RECITALS**

**WHEREAS**, the District was established by Ordinance No. 2022-642-E, (the “Ordinance”), adopted by the City Council of The City of Jacksonville, Florida (“City”), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, the District presently consists of 187.33 acres, more or less; and

**WHEREAS**, the Developer has approached the District and requested the District petition to amend its boundaries to add portions of lands previously identified as “Future Expansion Parcels” in the Ordinance; and

**WHEREAS**, the amendment proposed by the Developer may add up to 169.84 acres of additional lands to the District; and

**WHEREAS**, the Developer now requests that additional 169.84 acres of the Future Expansion Parcels be added to the District and the District has authorized the same via Resolution 2024-\_\_ adopted by the District on February 6th, 2024; and

**WHEREAS**, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

**WHEREAS**, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors; and

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

**WHEREAS**, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

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

**1. PROVISION OF FUNDS.** The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**2. DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accordance with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement for services of the boundary amendment team, as described in Paragraph One (1) of this Agreement. The District shall not reimburse the Developer for funds made available to the District under this Agreement.

**3. DEFAULT.** 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.

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

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

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

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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. 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 District:** Arbors Community Development District  
2300 Glades Road, Suite 410 W  
Boca Raton, FL 33431  
Attn: District Manager

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

**B. If to Developer:** Forestar (USA) Real Estate Group Inc.  
221 E. Lamar Blvd., Suite 790  
Arlington, Texas 76006  
Attn: \_\_\_\_\_

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

**9. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

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

**11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that for purposes of venue, any litigation arising out of this Agreement shall be brought in a court of appropriate jurisdiction, in and for Duval County, Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

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

**15. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability beyond those contained in Section 768.28, *Florida Statutes*, or other statutes or law.

**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**17. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT BLANK]

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

Attest:

**ARBORS COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

\_\_\_\_\_  
Witness

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

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

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



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

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 415,268	\$ -	\$ -	\$ 415,268
Investments				
Revenue	-	248,470	-	248,470
Reserve	-	425,211	-	425,211
Capitalized interest	-	4	-	4
Construction	-	-	139,707	139,707
Cost of issuance	-	414	-	414
Undeposited funds	-	284,202	-	284,202
Due from general fund	-	313,696	-	313,696
Total assets	<u>\$ 415,268</u>	<u>\$ 1,271,997</u>	<u>\$ 139,707</u>	<u>\$ 1,826,972</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Due to Landowner	\$ 4,966	\$ 5,847	\$ 4,281	\$ 15,094
Due to debt service fund	313,696	-	-	313,696
Accrued contracts payable	-	-	263,763	263,763
Accrued taxes payable	122	-	-	122
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>324,784</u>	<u>5,847</u>	<u>268,044</u>	<u>598,675</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unearned revenue	-	284,203	-	284,203
Total deferred inflows of resources	<u>-</u>	<u>284,203</u>	<u>-</u>	<u>284,203</u>
Fund balances:				
Restricted				
Debt service	-	981,947	-	981,947
Capital projects	-	-	(128,337)	(128,337)
Unassigned	90,484	-	-	90,484
Total fund balances	<u>90,484</u>	<u>981,947</u>	<u>(128,337)</u>	<u>944,094</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 415,268</u>	<u>\$ 1,271,997</u>	<u>\$ 139,707</u>	<u>\$ 1,826,972</u>

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 72,265	\$ 72,265	\$ 90,622	80%
Assessment levy: off-roll - net	-	52,351	104,702	50%
Total revenues	<u>72,265</u>	<u>124,616</u>	<u>195,324</u>	64%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	861	861	9,000	10%
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	167	167	25,000	1%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	250	1,000	25%
Trustee*	-	-	4,250	0%
Telephone	16	49	200	25%
Postage	30	41	250	16%
Printing & binding	42	125	500	25%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	1,680	1,680	100%
Website ADA compliance	-	-	210	0%
Tax collector	1,435	1,435	3,304	43%
Total professional & administrative	<u>6,634</u>	<u>21,783</u>	<u>114,319</u>	19%
<b>Field operations and maintenance</b>				
Landscape maintenance	4,503	12,349	65,000	19%
Aquatic maintenance	-	-	16,000	0%
Total field operations	<u>4,503</u>	<u>12,349</u>	<u>81,000</u>	15%
 Total expenditures	 <u>11,137</u>	 <u>34,132</u>	 <u>195,319</u>	 17%
 Excess/(deficiency) of revenues over/(under) expenditures	 61,128	 90,484	 5	
 Fund balances - beginning	 <u>29,356</u>	 -	 -	
Fund balances - ending	<u>\$ 90,484</u>	<u>\$ 90,484</u>	<u>\$ 5</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special assessment - on roll	\$ 320,052	\$ 320,052	\$ 401,347	80%
Special assessment: off-roll	231,854	231,854	463,708	50%
Interest	2,012	7,202	-	N/A
Total revenues	<u>553,918</u>	<u>559,108</u>	<u>865,055</u>	65%
<b>EXPENDITURES</b>				
Principal	-	-	180,000	0%
Interest	-	336,561	673,121	50%
Tax collector	6,356	6,356	14,632	43%
Total debt service	<u>6,356</u>	<u>342,917</u>	<u>867,753</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	547,562	216,191	(2,698)	
Fund balances - beginning	<u>434,385</u>	<u>765,756</u>	<u>762,173</u>	
Fund balances - ending	<u>\$ 981,947</u>	<u>\$ 981,947</u>	<u>\$ 759,475</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 568	\$ 1,713
Total revenues	<u>568</u>	<u>1,713</u>
<b>EXPENDITURES</b>		
Construction costs	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 568	 1,713
 Fund balances - beginning	 (128,905)	 (130,050)
Fund balances - ending	<u>\$ (128,337)</u>	<u>\$ (128,337)</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 January 2, 2024 at 1:00 p.m., at the Jacksonville International Airport, Executive Conference Room, 2500 Yankee Clipper Drive, Jacksonville, Florida 32218.

**Present at the meeting were:**

Sarah Wicker	Chair
Heather Allen	Assistant Secretary
Christopher Williams	Assistant Secretary
James Teagle	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel
Vince Dunn (via telephone)	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 1:00 p.m.

Supervisors Wicker, Teagle, Allen and Williams were present. Supervisor Porter was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of First Coast Contract Maintenance Services, LLC Agreement for Fountain Maintenance Services**

Mr. Torres presented the First Coast Contract Maintenance Services LLC Agreement, recalling the proposal was approved at the last meeting. Regarding field operation services, he will follow-up with the vendor on a proposal to service the pool.



83 Ms. Buchanan stated that Mr. Dunn will provide an update on the Operation and  
84 Maintenance (O&M) transfers, which she intends to present for ratification.

85 **B. District Engineer: Dunn & Associates, Inc.**

86 Mr. Dunn stated that the St. Johns River Water Management District (SJRWMD) permit  
87 transfers are underway. Phase 1 was uploaded this morning and a few more documents were  
88 requested. In his opinion, the SJRWMD is known to be slow in issuing transfers; the process  
89 might take 30 to 90-days. He will email updates as they become available.

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

- 91 • **NEXT MEETING DATE: February 6, 2024 at 1:00 PM**

- 92 ○ **QUORUM CHECK**

93 The February and March 2024 meetings will be held at Forestar’s office at 14785 Old St.  
94 Augustine Road, Suite #300, Jacksonville, Florida 32258.

95 Discussion ensued regarding hotels near Forestar’s office as potential meeting location.  
96 Ms. Wicker will ask Ms. Brady to research the ETM conference room availability in the building.  
97 Ms. Wicker will follow up with Mr. Torres about meeting location options next week.

98 Ms. Wicker asked for the sign board informing residents about the CDD and HOA  
99 meetings to be placed by the mail boxes.

100

101 **NINTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

102

103 There were no Board Members’ comments or requests.

104

105 **TENTH ORDER OF BUSINESS**

**Public Comments**

106

107 There were no public comments.

108

109 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

110

111

112 **On MOTION by Mr. Teagle and seconded by Mr. Williams, with all in favor, the**  
113 **meeting adjourned at 1:12 p.m.**



114  
115  
116  
117  
118  
119  
120

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **STAFF**

# **REPORTS A**

**MEMORANDUM**

**To:** Board of Supervisors  
**From:** District Counsel  
**Date:** January 1, 2024  
**Subject:** Ethics Training Requirements

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Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

**Free Training Options**

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).<sup>1</sup> Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

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<sup>1</sup> <https://ethics.state.fl.us/Training/Training.aspx>

## **Free Ethics Law Training**

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

### **State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)**

Click here: [Kinetic Ethics](#)

### **Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction**

Click here: [Business and Employment Conflicts](#)

### **Gifts (50 minutes)**

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

### **Voting Conflicts - Local Officers (58 minutes)<sup>1</sup>**

Click here: [Voting Vertigo](#)

## **Free Sunshine/Public Records Law Training**

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

## **Other Training Options**

### **4- Hour Course**

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

### **CLE Course**

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **STAFF**

**REPORTS C**

**ARBORS COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

*14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258*

*<sup>1</sup>Executive Conference Room, Jacksonville International Airport, 2400 Yankee Clipper Drive  
Jacksonville, Florida 32218*

*<sup>2</sup>To Be Determined*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 3, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 7, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>December 5, 2023</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January 2, 2024<sup>1</sup></b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 6, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 5, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 2, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 7, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>__:__ A/PM</b>
<b>June 4, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>__:__ A/PM</b>
<b>July 2, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>__:__ A/PM</b>
<b>August 6, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>__:__ A/PM</b>
<b>September 3, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>__:__ A/PM</b>