

# **ARBORS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 7, 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**

April 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 May 7, 2024 at 1:00 p.m., at the Arbors Amenity Center, 12520 Russian Olive Road, Jacksonville, Florida 32218. The agenda is as follows:

1. Call to Order/Roll Call
  2. Public Comments
  3. Consideration of Resolution 2024-05, Approving the Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
  4. Consideration of BrightView Landscape Services, Inc. Addendum "A" to Master Agreement [Add Additional Landscape Services]
  5. Discussion: Amenity Policy
  6. Acceptance of Unaudited Financial Statements as of March 31, 2024
  7. Approval of April 2, 2024 Regular Meeting Minutes
  8. Staff Reports
    - A. District Counsel: *Kutak Rock LLP*
    - B. District Engineer: *Dunn & Associates, Inc.*
    - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: June 4, 2024 at 1:00 PM

**ATTENDEES:**

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

**NOTE: Meeting Location**

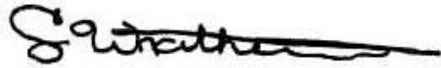
○ QUORUM CHECK

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

9. Board Members' Comments/Requests
10. Public Comments
11. 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**

**3**

**RESOLUTION 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors of the District ("**Board**") of the Arbors Community Development District ("**District**") prior to June 15, 2024, the proposed budget ("**Proposed Budget**") for the Fiscal Year 2024/2025, which commences on October 1, 2024 and concludes September 30, 2025; and

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

**SECTION 1. PROPOSED BUDGET APPROVED.** The proposed budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

**SECTION 2. SETTING A PUBLIC HEARING.** A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2024

HOUR: 1:00 p.m.

LOCATION: 12520 Russian Olive Road  
Jacksonville, Florida 32218

**SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Duval County at least 60 days prior to the hearing set above.

**SECTION 4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**SECTION 5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**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 immediately upon adoption.

**PASSED AND ADOPTED** this 7th day of May, 2024.

ATTEST:

**ARBORS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** FY 2024/2025 Proposed Budget

**Exhibit A**  
FY 2024/2025 Proposed Budget



**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2025**

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
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**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 94,398				\$ 216,461
Allowable discounts (4%)	(3,776)				(8,658)
Assessment levy: on-roll - net	90,622	\$ 82,620	\$ 8,002	\$ 90,622	207,803
Assessment levy: off-roll	104,702	78,526	27,867	106,393	240,090
Total revenues	195,324	161,146	35,869	197,015	447,893
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	9,000	1,937	7,063	9,000	9,000
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	2,708	22,292	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	500	500	1,000	1,000
Trustee*	4,250	-	4,250	4,250	4,250
Telephone	200	100	100	200	200
Postage	250	109	141	250	250
Printing & binding	500	250	250	500	500
Legal advertising	6,500	626	5,874	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	750	139	611	750	750
Website hosting & maintenance	1,680	1,680	-	1,680	1,680
Website ADA compliance	210	210	-	210	210
Tax collector	3,304	2,892	412	3,304	7,576
Software service	-	1,000	-	1,000	-
Utility	-	701	-	701	-
Total professional & administrative	114,319	42,027	73,993	116,020	118,591
<b>Field operations</b>					
Field operations management	-	-	-	-	8,400
Landscape maintenance	65,000	26,229	38,771	65,000	65,000
Irrigation water	-	-	-	-	40,000
Entry monuments					
Electric	-	-	-	-	8,000
Irrigation water	-	-	-	-	-
Fountain maintenance	-	-	-	-	7,020
Aquatic maintenance***	16,000		16,000	16,000	16,000
Total field operations	81,000	26,229	54,771	81,000	144,420

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024		
<b>Amenity center</b>					
Utilities					
Telephone & cable	-	-	-	-	3,000
Electric	-	-	-	-	15,000
Water/irrigation	-	-	-	-	15,000
Potable water	-	-	-	-	4,000
Security					
Alarm monitoring	-	-	-	-	15,000
Management contracts					
Facility management	-	-	-	-	20,640
Landscape maintenance	-	-	-	-	25,000
Landscape contingency	-	-	-	-	10,000
Pool service	-	-	-	-	12,900
Pool chemicals	-	-	-	-	-
Janitorial services	-	-	-	-	8,940
Janitorial supplies	-	-	-	-	-
Common area maintenance	-	-	-	-	5,400
Pool permits	-	-	-	-	50,000
Total Amenity	-	-	-	-	184,880
Total expenditures	195,319	68,256	128,764	197,020	447,891
Excess/(deficiency) of revenues over/(under) expenditures	5	92,890	(92,895)	(5)	2
Fund balance - beginning (unaudited)	-	5	92,895	5	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	5	92,895	-	-	2
Fund balance - ending	\$ 5	\$ 92,895	\$ -	\$ -	\$ 2

\*\*\*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 \$4,800	
Management/accounting/recording	48,000
<p><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.</p>	
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.	
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
Property appraiser	-
Tax collector	7,576
<b>EXPENDITURES (continued)</b>	

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

<b>Field operations</b>	8,400
Field operations management	
Landscape maintenance	65,000
Brightview landscape contract ROW & Lakes \$39,996 Amenity \$25,000	
Irrigation water	40,000
Entry monuments	
Electric	8,000
Electrical charges from each meter used to power entry monuments	
Irrigation water	-
Charges occurred to water landscaping material at each entry monument	
Fountain maintenance	7,020
Cost associated with chemical and mechanical repairs with entry monument	
Aquatic maintenance***	16,000
Contractors cost to provide treatment to districts ponds phase 1 - 3	
<b>Amenity center</b>	
Utilities	
Telephone & cable	3,000
Electric	15,000
Water/irrigation	15,000
Potable water	4,000
Security	
Alarm monitoring	15,000
Management contracts	
Facility management	20,640
Landscape mainenance	25,000
Landscape contingency	10,000
Pool service	12,900
Pool chemicals	-
Janitorial services	8,940
Janatorial supplies	-
Common area maintenance	5,400
Pool permits	50,000
Total Amenity	184,880
Total expenditures	<u><u>\$447,891</u></u>

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 418,070				\$ 418,070
Allowable discounts (4%)	(16,723)				(16,723)
Net assessment levy - on-roll	401,347	\$ 365,916	\$ 35,431	\$ 401,347	401,347
Assessment levy: off-roll	463,708	347,781	115,927	463,708	463,708
Interest	-	17,059	-	17,059	-
Total revenues	<u>865,055</u>	<u>730,756</u>	<u>151,358</u>	<u>882,114</u>	<u>865,055</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	180,000	-	180,000	180,000	185,000
Interest	673,121	336,561	336,560	673,121	665,021
Tax collector	14,632	12,807	1,825	14,632	14,632
Total expenditures	<u>867,753</u>	<u>349,368</u>	<u>518,385</u>	<u>867,753</u>	<u>864,653</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,698)	381,388	(367,027)	14,361	402
Fund balance:					
Beginning fund balance (unaudited)	762,173	765,756	1,147,144	765,756	780,117
Ending fund balance (projected)	<u>\$759,475</u>	<u>\$1,147,144</u>	<u>\$ 780,117</u>	<u>\$ 780,117</u>	<u>780,519</u>
Use of fund balance:					
Debt service reserve account balance (required)					(425,211)
Interest expense - November 1, 2025					(328,348)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 26,960</u>

**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>
11/1/2024			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>12,255,000.00</b>		<b>12,660,626.50</b>	<b>24,915,626.50</b>	

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

<b>On-Roll Assessments</b>
----------------------------

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&amp;M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
Single Family	221	\$ 979.46	\$ 1,891.72	\$ 2,871.18	\$ 2,318.86
<b>Total</b>	<b>221</b>				

<b>Off-Roll Assessments</b>
-----------------------------

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&amp;M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
Single Family	265	\$ 906.00	\$ 1,749.84	\$ 2,655.84	\$ 2,144.94
<b>Total</b>	<b>265</b>				

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**



ADDENDUM 'A' TO MASTER AGREEMENT  
FOR ADDITIONAL SERVICES  
BETWEEN ARBORS COMMUNITY DEVELOPMENT DISTRICT AND  
BRIGHTVIEW LANDSCAPE SERVICES INC.

**Re: Maintenance Addendum to add additional landscape services to contract**

The provisions set forth on this page of this addendum 'A' shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract. Addendum to go into effect June 1, 2024.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract which are not expressly modified by this addendum shall remain in full force and effect.

**CHANGES: addendum to add landscape maintenance services for Amenity Center and Entrance roadways to current contract**

Date added	Additional Service	Cost per Month	Cost per Year
	Base Maintenance Services	\$2,573.00	\$30,876.00
	Monthly Irrigation Inspections	\$ 367.00	\$ 4,404.00
	Agronomics (fertilization, herbicide, IPM)	\$ 350.00	\$ 4,200.00
	<b>Subtotal</b>	<b>\$3,290.00</b>	<b>\$39,480.00</b>

Agreed:  
**Client**

**BrightView**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**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*.

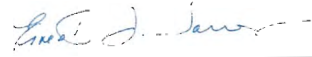
**32. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (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

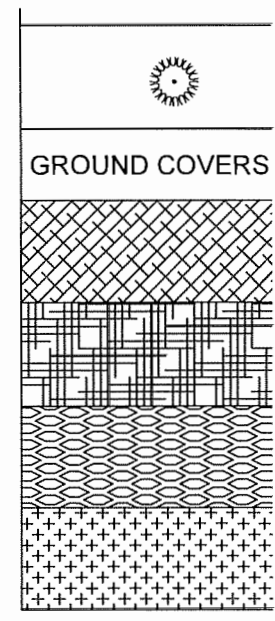
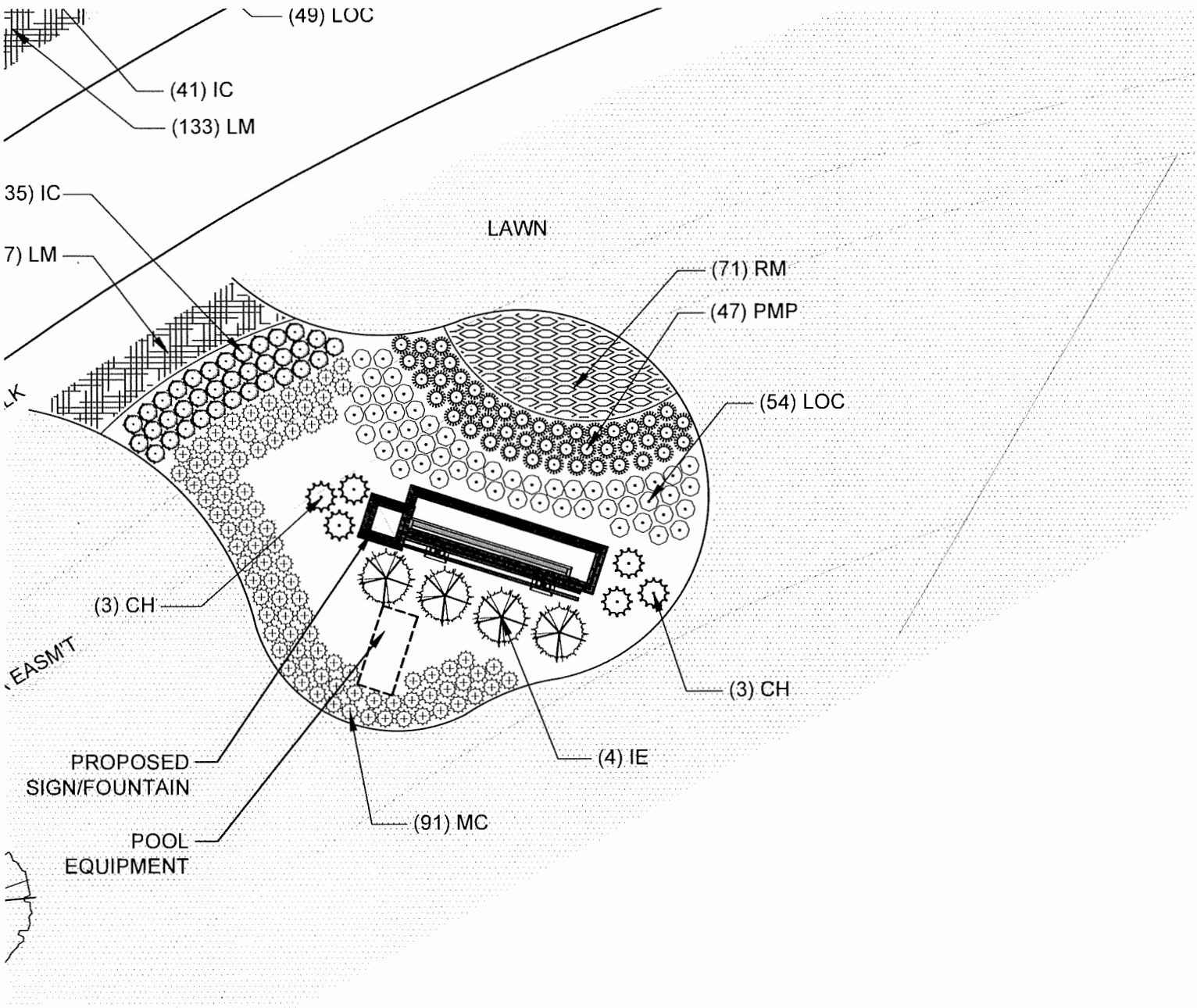




**Exhibit B**  
Landscape Map

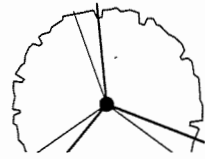
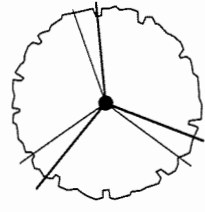
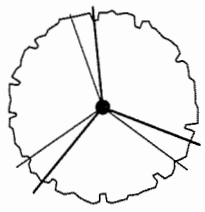
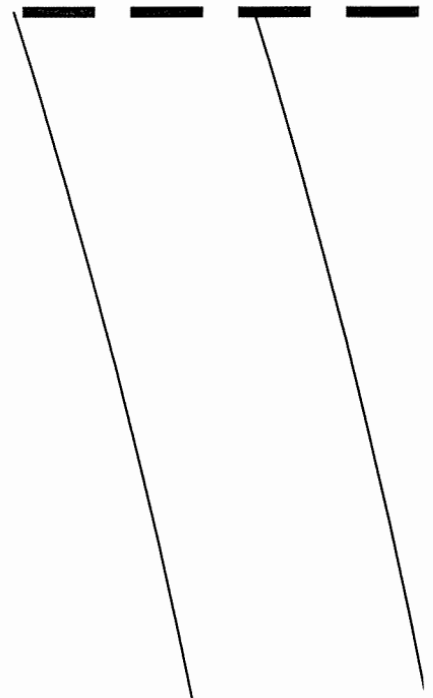
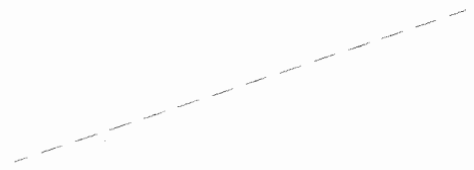
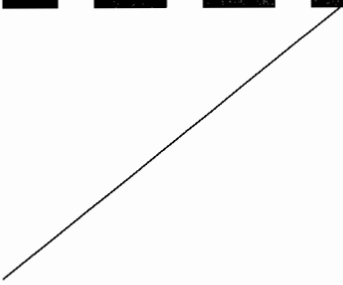




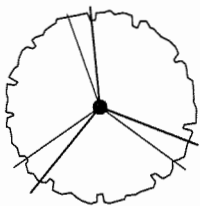
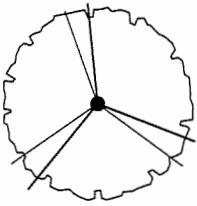




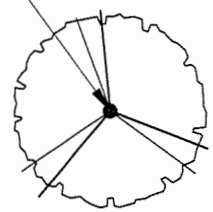
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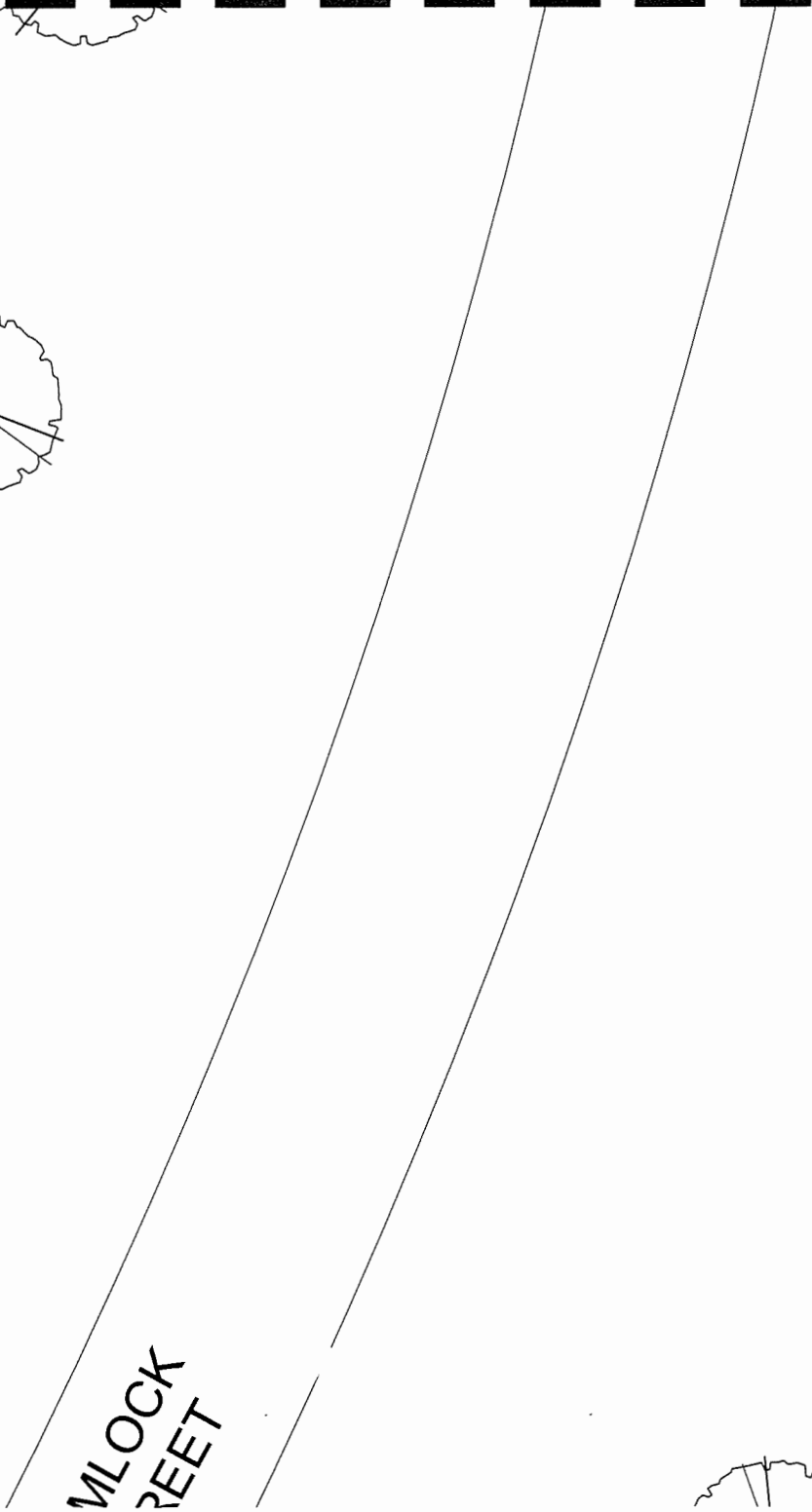


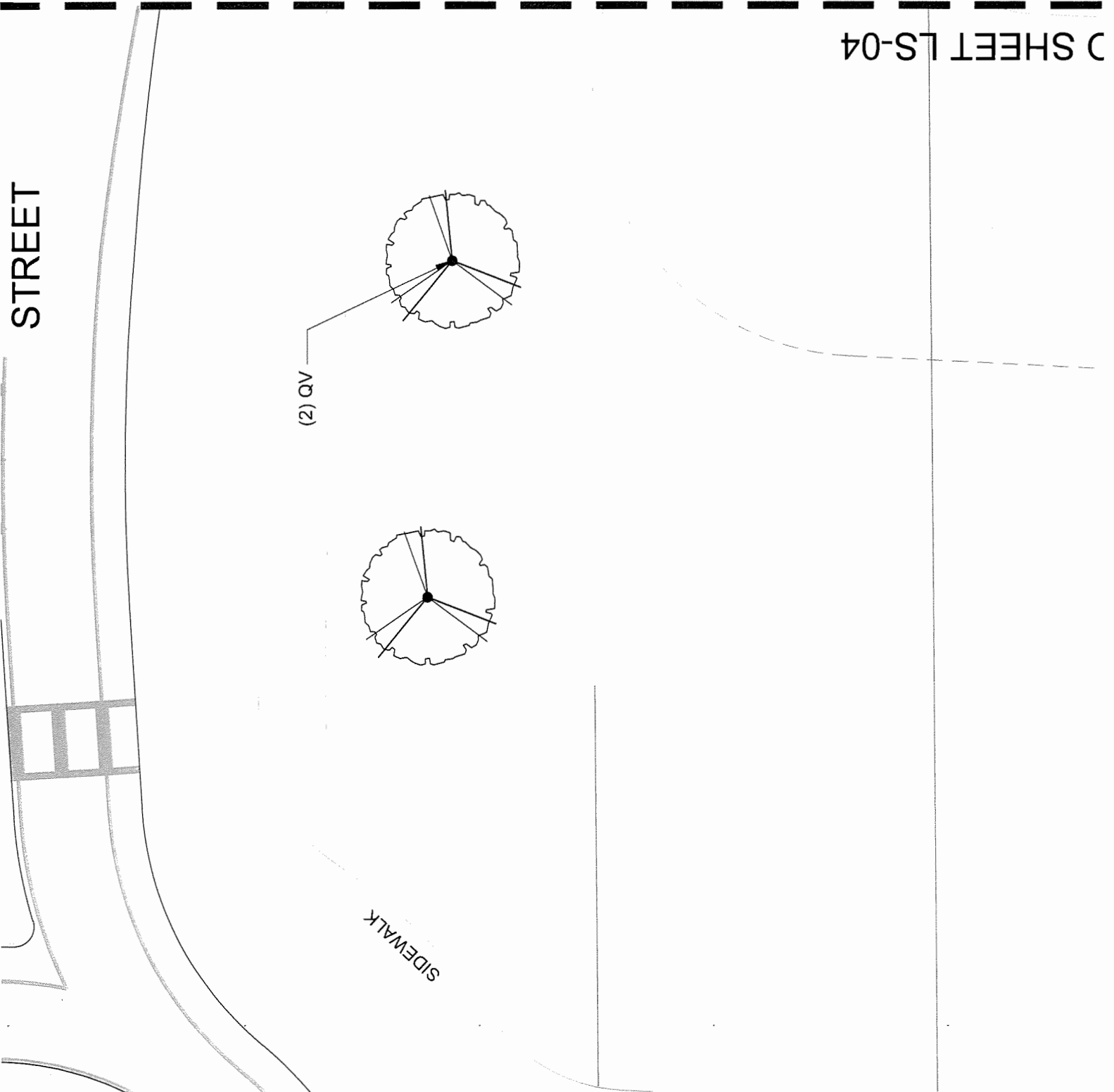
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R.O.W.  
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MLOCK  
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STREET

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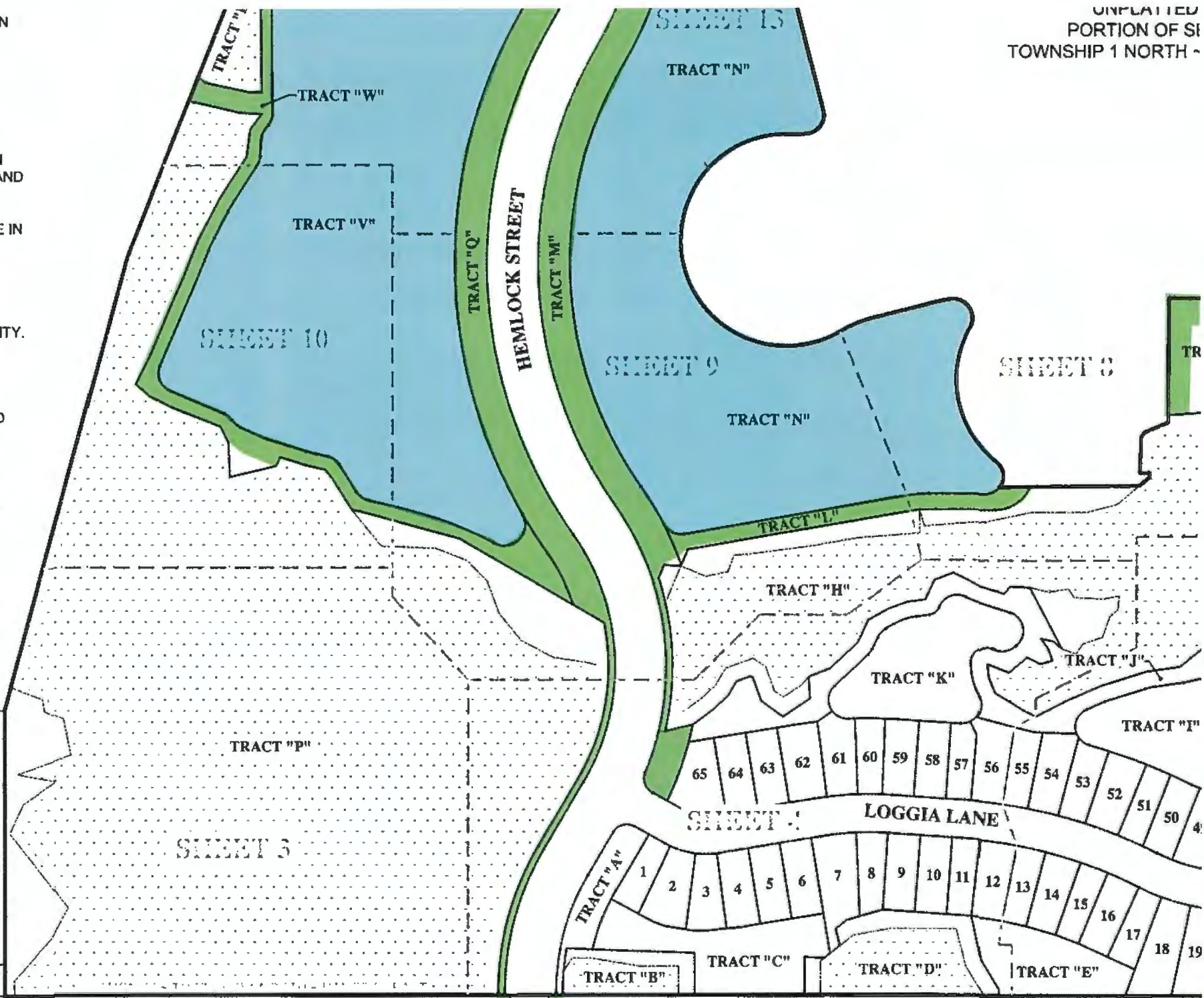
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UNPLATTED LANDS  
OFFICIAL RECORDS BOOK 5869 ~ PAGE 1744

THIS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND IN ANY AND ALL CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER MAP OR PLAN.

CONDITIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN ANY CITY, COUNTY, OR STATE, FLORIDA.

LAND DESIGNATED AS UNOBSTRUCTED DRAINAGE EASEMENTS SHALL NOT BE IMPROVED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID LAND.

FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") INFORMATION, FLOOD INSURANCE RATE MAPS ("FIRM"), OR OTHER FLOODPLAIN INFORMATION MADE TO THE CITY OF JACKSONVILLE'S DEPARTMENT OF PLANNING AND DEVELOPMENT DIVISION.

IF THIS PLAT, ALL OR PORTIONS OF THE PLATTED LANDS HEREIN WERE IN ANY OTHER PLAT.

SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED HOWEVER, NO SUCH EASEMENTS SHALL BE GRANTED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY. IF ANY COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE RESPONSIBLE FOR THE REPAIRS.

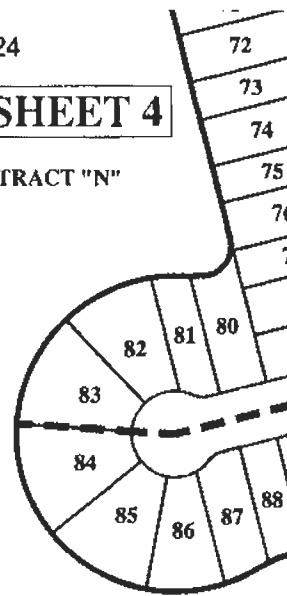
LOCATED IN AN AIRPORT ENVIRONMENT AND/OR AIR INSTALLATION, THE PROPERTY MAY BE SUBJECT TO INCREASED NOISE OR HAZARD LEVELS ASSOCIATED WITH AIRCRAFT OPERATIONS.

ACCORDING TO A DEED OF CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS RIVER, RECORDED IN OFFICIAL RECORDS BOOK 17458, PAGE 2424, AS AFFECTED BY ANY OTHER REGULATORY CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS.

ARBORS - PHASE 1A  
PLAT BOOK 79 ~ PAGES 112-124

**SHEET 4**

TRACT "N"



TRACT "N"

TRACT "L"

TRACT "H"

65 64 63 62 61

1 2 3 4 5 6 7

TRACT "B"

TRACT "C"

TRACT "W"

TRACT "V"

TRACT "Q"

TRACT "M"

HEMLOCK STREET

TRACT "P"

ARBORS - PHASE 1A  
PLAT BOOK 79 ~ PAGES 112-124

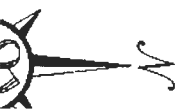
GRAPHIC SCALE



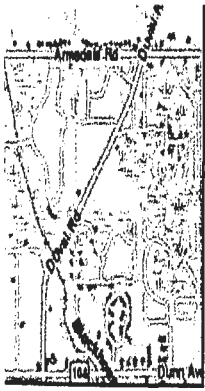
( IN FEET )  
1 inch = 200 ft.

UNPLATTED LANDS  
ORB 18769 ~ PAGE 503

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



SECTION 32 ~ TOWNSHIP 1 NORTH ~ RANGE 26 EAST  
SECTION 33 ~ TOWNSHIP 1 NORTH ~ RANGE 26 EAST



STATE PLANE  
COORDINATE #2

PHASE 1A, AS RECORDED IN PLAT BOOK XX,  
2"E.

STATE PLANE COORDINATES SHOWN HEREON ARE

FOR THE SUBDIVIDED LANDS DESCRIBED HEREIN  
IN EITHER PRINTED OR DIGITAL FORM OF THE PLAT.

THE PLAT MAY BE FOUND IN THE PUBLIC RECORDS OF

ALL EASEMENTS SHALL REMAIN TOTALLY  
UNIMPAIRED BY THE CITY OF JACKSONVILLE.

FOR FURTHER INFORMATION, INQUIRIES RELATING TO FEMA  
FLOOD HAZARD MAPS SHOULD BE MADE TO THE CITY  
ENGINEERING DIVISION.

LANDS SHOWN HEREON WERE IN A SPECIAL FLOOD HAZARD

UNPLATTED EASEMENTS FOR THE CONSTRUCTION,  
OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT,  
HOWEVER, NO SUCH CONSTRUCTION,  
OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT,  
SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF  
ANY PUBLIC UTILITY COMPANY DAMAGES THE FACILITIES OF A  
PUBLIC UTILITY COMPANY. SUCH CONSTRUCTION,  
OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT,  
SHALL BE SUBJECT TO THE REGULATIONS AND  
REQUIREMENTS OF THE NATIONAL FIRE SAFETY CODE AS ADOPTED BY THE  
CITY OF JACKSONVILLE.

INSTALLATION COMPATIBLE USE ZONE (AICUZ)  
OPERATIONS.

FOR THE CITY OF ST. JOHNS WATER MANAGEMENT  
DISTRICT, THE CITY ENGINEERING DIVISION HAS REVIEWED  
THIS PLAT FOR COMPLIANCE WITH THE NATIONAL FIRE SAFETY CODE  
AND AMENDMENT TO THE NATIONAL FIRE SAFETY CODE, 1999  
EFFECTIVE DATE 1567, OF SAID RECORDS.



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

SHEET 4

SHEET 7

PEACH BEECH ROAD

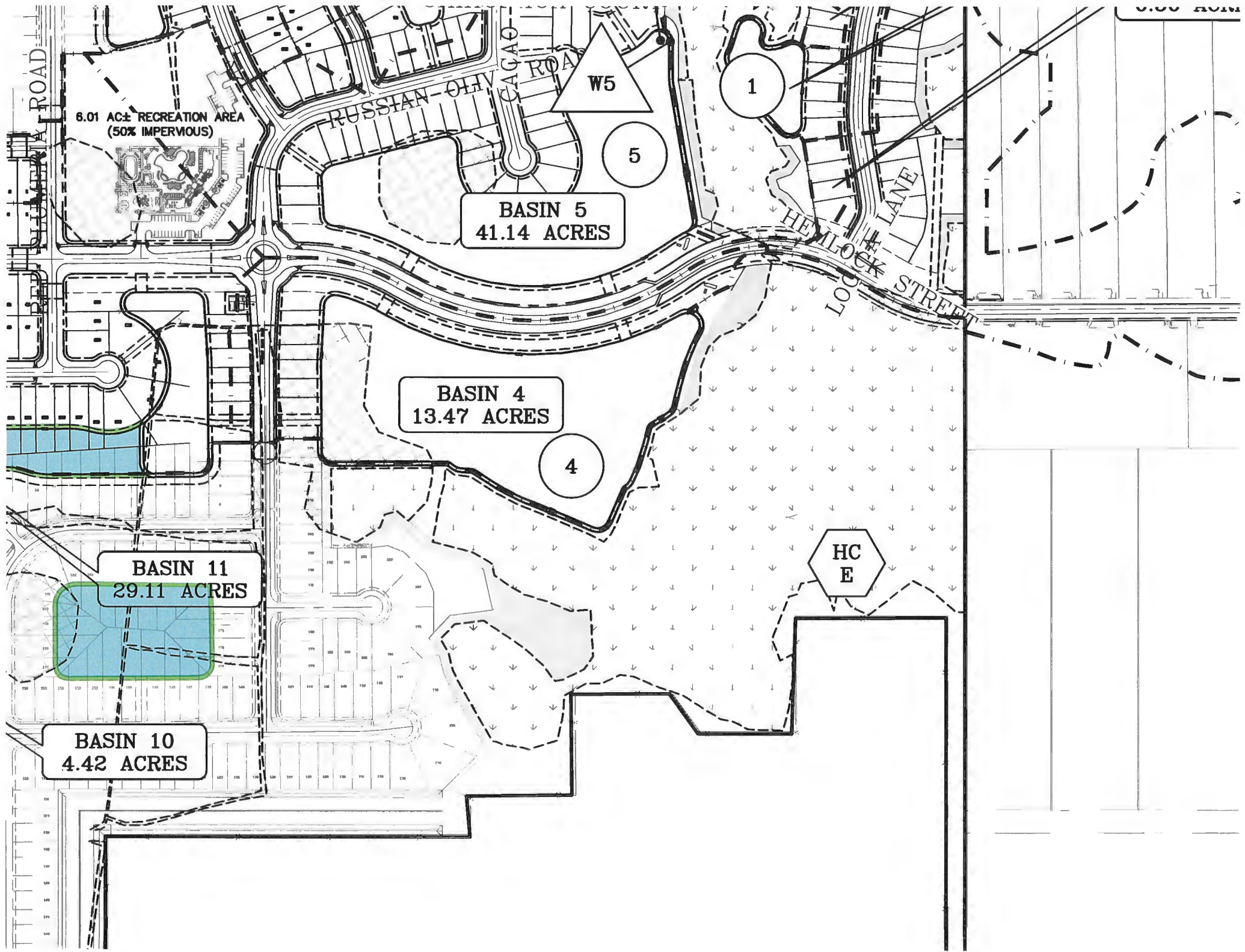
CACAO TREE TRAIL

TRACT "C"

TRACT "B"

TRACT

TRACT "A"



6.01 AC± RECREATION AREA  
(50% IMPERVIOUS)

RUSSIAN-OLIVIA ROAD  
CACAO ROAD

**BASIN 5**  
41.14 ACRES

**BASIN 4**  
13.47 ACRES

**BASIN 11**  
29.11 ACRES

**BASIN 10**  
4.42 ACRES

HC  
E

0.00 ACRES

HEMLOCK LANE  
LOCK STREET

W5

1

5

4

# **ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2024**

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2024**

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 115,935	\$ -	\$ -	\$ 115,935
Investments				
Revenue	-	712,771	-	712,771
Reserve	-	425,211	-	425,211
Capitalized interest	-	4	-	4
Construction	-	-	141,437	141,437
Cost of issuance	-	419	-	419
Due from general fund	-	14,586	-	14,586
Total assets	<u>\$ 115,935</u>	<u>\$ 1,152,991</u>	<u>\$ 141,437</u>	<u>\$ 1,410,363</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Due to Landowner	\$ 2,121	\$ 5,847	\$ 4,281	\$ 12,249
Due to debt service fund	14,586	-	-	14,586
Accrued contracts payable	-	-	263,763	263,763
Accrued wages payable	200	-	-	200
Accrued taxes payable	138	-	-	138
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>23,045</u>	<u>5,847</u>	<u>268,044</u>	<u>296,936</u>
Fund balances:				
Restricted				
Debt service	-	1,147,144	-	1,147,144
Capital projects	-	-	(126,607)	(126,607)
Unassigned	92,890	-	-	92,890
Total fund balances	<u>92,890</u>	<u>1,147,144</u>	<u>(126,607)</u>	<u>1,113,427</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 115,935</u>	<u>\$ 1,152,991</u>	<u>\$ 141,437</u>	<u>\$ 1,410,363</u>

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 2,990	\$ 82,620	\$ 90,622	91%
Assessment levy: off-roll - net	-	78,526	104,702	75%
Total revenues	<u>2,990</u>	<u>161,146</u>	<u>195,324</u>	83%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	1,937	9,000	22%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	369	2,708	25,000	11%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	500	1,000	50%
Trustee*	-	-	4,250	0%
Telephone	16	100	200	50%
Postage	21	109	250	44%
Printing & binding	42	250	500	50%
Legal advertising	416	626	6,500	10%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	135	139	750	19%
Website hosting & maintenance	-	1,680	1,680	100%
Website ADA compliance	-	210	210	100%
Tax collector	105	2,892	3,304	88%
EMMA software service - unbudget	1,000	1,000	-	N/A
EMMA utility - unbudget	701	701	-	N/A
Total professional & administrative	<u>6,888</u>	<u>42,027</u>	<u>114,319</u>	37%
<b>Field operations and maintenance</b>				
Landscape maintenance	5,208	26,229	65,000	40%
Aquatic maintenance	-	-	16,000	0%
Total field operations	<u>5,208</u>	<u>26,229</u>	<u>81,000</u>	32%
 Total expenditures	 <u>12,096</u>	 <u>68,256</u>	 <u>195,319</u>	 35%
 Excess/(deficiency) of revenues over/(under) expenditures	 (9,106)	 92,890	 5	
Fund balances - beginning	101,996	-	-	
Fund balances - ending	<u>\$ 92,890</u>	<u>\$ 92,890</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 MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 13,242	\$ 365,916	\$ 401,347	91%
Special assessment: off-roll	-	347,781	463,708	75%
Interest	3,935	17,059	-	N/A
Total revenues	<u>17,177</u>	<u>730,756</u>	<u>865,055</u>	84%
<b>EXPENDITURES</b>				
Principal	-	-	180,000	0%
Interest	-	336,561	673,121	50%
Tax collector	463	12,807	14,632	88%
Total debt service	<u>463</u>	<u>349,368</u>	<u>867,753</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	16,714	381,388	(2,698)	
Fund balances - beginning	<u>1,130,430</u>	<u>765,756</u>	<u>762,173</u>	
Fund balances - ending	<u><u>\$ 1,147,144</u></u>	<u><u>\$ 1,147,144</u></u>	<u><u>\$ 759,475</u></u>	

**ARBORS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 550	\$ 3,443
Total revenues	550	3,443
<b>EXPENDITURES</b>		
Construction costs	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	550	3,443
Fund balances - beginning	(127,157)	(130,050)
Fund balances - ending	\$ (126,607)	\$ (126,607)

# **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 April 2, 2024 at 1:00 p.m., at 14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258.

**Present at the meeting:**

Heather Allen	Assistant Secretary
James Teagle	Assistant Secretary
Mikel Denton	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 1:00 p.m. Supervisors Denton, Allen and Teagle were present. Supervisors Wicker and Williams were absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025 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 stated that the title of this agenda item is incorrect. "Discussion: Proposed Fiscal Year 2025 Budget" is the correct title for today.

41 Discussion ensued regarding incorporating new budget lines items into the proposed  
42 Fiscal Year 2025 budget, such as a \$1,000 line item for software related to bond  
43 issuance/reporting, Under Professional & administrative; adding and/or updating line items  
44 related to Field Operations & Amenity Management, increasing lawn maintenance line item  
45 based on proposal, potentially adding expenses related to the Phase 2 ponds and potential  
46 Amenity Center line items.

47 Mr. Torres and Mr. Denton will coordinate.

48

49 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-06,  
Designating Dates, Times and Locations for  
Regular Meetings of the Board of  
Supervisors of the District for Remainder  
of Fiscal Year 2023/2024 and Providing for  
an Effective Date**

50

51 **On MOTION by Ms. Allen and seconded by Mr. Teagle, with all in favor,  
52 Resolution 2024-06, Designating Dates, Times and Locations for Regular  
53 Meetings of the Board of Supervisors of the District for Remainder of Fiscal  
54 Year 2023/2024 and Providing for an Effective Date, was adopted.**

55

56

57 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-07,  
Designating Dates, Times and Locations for  
Regular Meetings of the Board of  
Supervisors of the District for Fiscal Year  
2024/2025 and Providing for an Effective  
Date**

58

59 **On MOTION by Ms. Allen and seconded by Mr. Teagle, with all in favor,  
60 Resolution 2024-07, Designating Dates, Times and Locations for Regular  
61 Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025  
62 and Providing for an Effective Date, was adopted.**

63

64

65 **SIXTH ORDER OF BUSINESS**

**Discussion: Amenity Policy**

66

67 Ms. Buchanan was directed to use the Cross Creek policy without the RV lot to prepare  
68 the Amenity Policy for the CDD and present it at the next meeting. Mr. Torres will distribute the  
69 proposed Policy to the Board, upon receipt.

70

81 SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 29, 2024

82  
83  
84 On MOTION by Ms. Allen and seconded by Mr. Teagle, with all in favor, the  
85 Unaudited Financial Statements as of February 29, 2024, were accepted.

86  
87  
88 EIGHTH ORDER OF BUSINESS

Approval of February 6, 2024 Regular Meeting Minutes

89  
90  
91 On MOTION by Mr. Teagle and seconded by Ms. Allen, with all in favor, the  
92 February 6, 2024 Regular Meeting Minutes, as presented, were approved.

93  
94  
95 NINTH ORDER OF BUSINESS

Staff Reports

- 96
- 97 A. District Counsel: Kutak Rock LLP
- 98 B. District Engineer: Dunn & Associates, Inc.

99 There were no District Counsel or District Engineer reports.

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

- 101 • NEXT MEETING DATE: May 7, 2024 at 1:00 PM

- 102 ○ QUORUM CHECK

103 Supervisors Denton and Teagle confirmed their attendance at the May 7, 2024 meeting.

104 Ms. Allen stated she will be able to attend via telephone.

105 Ms. Buchanan reminded everyone that the Fiscal Year 2025 budget must be filed with  
106 Duval County in July 2024.

107  
108 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

109  
110 There were no Board Members' comments or requests.

111  
112 ELEVENTH ORDER OF BUSINESS

Public Comments

113  
114 There were no public comments.

115  
116 TWELFTH ORDER OF BUSINESS

Adjournment

117  
118 On MOTION by Mr. Teagle and seconded by Ms. Allen, with all in favor, the  
119 meeting adjourned at 1:14 p.m.

120  
121  
122  
123  
124  
125  
126

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**ARBORS**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**

**REPORTS**



**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>Arbors Amenity Center, 12520 Russian Olive Road, Jacksonville, Florida 32218*

<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 CANCELED</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>1:00 PM</b>
<b>June 4, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 2, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 6, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>September 3, 2024<sup>2</sup></b>	<b>Regular Meeting</b>	<b>1:00 PM</b>