



**ARBORWOOD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
OCTOBER 18, 2017  
9:00 A.M.**

Special District Services, Inc.  
27499 Riverview Center Boulevard, #253  
Bonita Springs, FL 33134

[www.arborwoodcdd.org](http://www.arborwoodcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**Amenity Center Community Room**  
**Somerset at the Plantation**  
**10401 Dartington Drive**  
**Fort Myers, Florida, 33913**  
**REGULAR BOARD MEETING**  
**October 18, 2017**  
**9:00 a.m.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. September 12, 2017 Continued Regular Board Meeting & Public Hearing Minutes.....Page 2
- G. Old Business
  - 1. Update Regarding Ponds and Turnover
  - 2. Update on Roads and Street Lights (Plantation Gardens and Commerce Lakes)
  - 3. Update Regarding Refinancing.....Page 6
- H. New Business
  - 1. Review and/or Approval of Contracts for Somerset
    - a. Proposal for Clarke Aquatics.....Page 7
    - b. Proposal for Woods & Wetlands.....Page 13
    - c. Proposal for Field Inspector/Bohdan Hirniak.....Page 14
  - 2. Consider Resolution 2017-06 – Adopting a Fiscal Year 2016/2017 Amended Budget.....Page 16
  - 3. Consider Approval of Agreement Regarding Fountains.....Page 24
- I. Administrative Matters
  - 1. Manager’s Report
  - 2. Engineer Report
- J. Board Members Comments
- K. Adjourn

Attn: *LAURA*  
ARBORWOOD CDD  
2501 BURNS RD STE A  
PALM BEACH GARDENS, FL 33410

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE  
Regular Meetings of the Board of Supervisors of the Arborwood Community Development District will be held at 9:00 a.m. in the Armenty Center Community Room at Somerset at The Plantation located at 10451 Darrington Drive, Ft. Myers, Florida 33913 on the following dates:  
October 16, 2017  
November 20, 2017  
December 18, 2017  
January 22, 2018  
February 26, 2018  
March 19, 2018  
April 16, 2018  
May 21, 2018  
June 18, 2018  
July 16, 2018  
August 20, 2018  
September 17, 2018

STATE OF FLORIDA COUNTY OF LEE:  
Before the undersigned authority personally appeared Shari Terrell, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Notice of Meetings

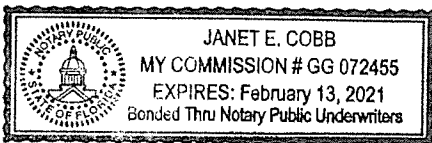
In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

09/29/17

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 28th of September 2017, by Shari Terrell who is personally known to me.

*Janet E Cobb*  
Janet E Cobb  
Notary Public for the State of Florida  
My Commission expires February 13, 2021



The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. Copies of the agenda for these meetings may be obtained from the District's website or from the District Manager, Special District Services located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. There may be occasions when one or more Supervisors will participate by telephone.

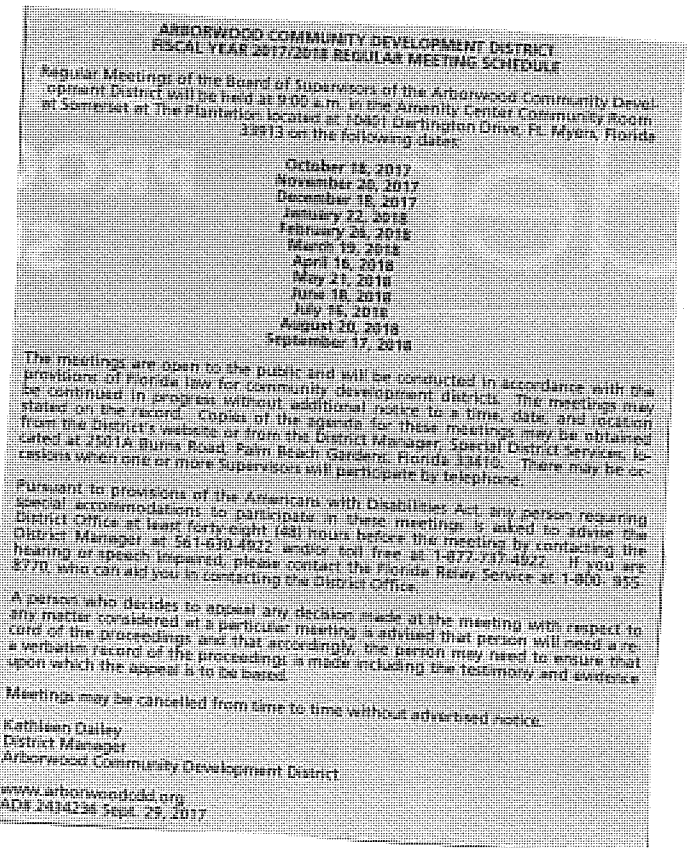
Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4522. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-352-8770, who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at a particular meeting is advised that 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.

Meetings may be cancelled from time to time without advertised notice.

Kathleen Dailey  
District Manager  
Arborwood Community Development District

www.arborwoodcdd.org  
AD# 2434236 Sept. 29, 2017



ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
SEPTEMBER 12, 2017

**A. CALL TO ORDER**

The September 12, 2017, Regular Board Meeting of the Arborwood Community Development District was called to order at 12 o'clock (noon) outside the Amenity Center Porta Cache located at 10401 Dartington Drive, Fort Myers, Florida 33913, due to the impending Hurricane Irma.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on October 3, 2016, as part of the District's Fiscal Year 2016/2017 Regular Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairman	Terry Hammond	Present
Vice Chairman	John Hamilton	Present
Supervisor	Lawrence Carr	Present
Supervisor	Joan Pattison	Present
Supervisor	Gary Franz	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services, Inc.
General Counsel	Wes Haber (via telephone)	Hopping Green & Sams, P.A.

Others present were: Mike McElligott of Special District Services, Inc. (via telephone); Rachel Kanel, the Somerset Manager and District resident Tom Dinella.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. August 21, 2017, Public Hearing & Regular Board Meeting**

The August 21, 2017, Public Hearing & Regular Board Meeting minutes were presented for approval.

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
SEPTEMBER 12, 2017

A **motion** was made by Mrs. Pattison, seconded by Mr. Franz and passed unanimously approving the August 21, 2017, Public Hearing & Regular Board Meeting minutes, as presented.

Ms. Dailey then recessed the Regular Board Meeting and opened the Public Hearing.

**G. PUBLIC HEARING**  
**1. Proof of Publication**

Proof of publication was presented that notice of the Public Hearing had been published in the *Fort Myers News-Press* on August 1, 2017, and August 8, 2017, as legally required.

**2. Receive Public Comment on the Fiscal Year 2017/2018 Final Budget**

There was no public comment on the Fiscal Year 2017/2018 Final Budget.

**3. Consider Resolution No. 2017-03 – Adopting a Fiscal Year 2017/2018 Final Budget**

Resolution No. 2017-03 was presented, entitled:

**RESOLUTION 2017-03**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Hamilton, seconded by Mr. Franz and passed unanimously to adopt Resolution No. 2017-03, as presented.

**4. Consider Resolution No. 2017-04 – Adopting a Fiscal Year 2017/2018 Assessment Roll**

Resolution No. 2017-04 was presented, entitled:

**RESOLUTION 2017-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017/2018; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR**

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
SEPTEMBER 12, 2017

**AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Haber advised that proper notice was given to the golf course owners and that no one was online.

A **motion** was then made by Mr. Hamilton, seconded by Mr. Carr and passed unanimously to adopt Resolution No. 2017-04, as presented.

Ms. Dailey then closed the Public Hearing and reconvened the Regular Board Meeting.

**H. OLD BUSINESS**

**1. Update Regarding Ponds and Turnover**

There was no update regarding this item.

**2. Update on Roads and Streetlights (Plantation Gardens and Commerce Lakes)**

There was no update on this matter, however Mr. Carr asked that OnPower be made aware of the tilted lights on Plantation Gardens due to Hurricane Irma. Mr. Hammond requested that an inspection be done to be sure any necessary repairs on the lights be made.

**3. Update Regarding Policy for Recreational Uses in District Owned Ponds**

There was no update regarding this matter.

**4. Update on Signage Issues**

There was no update on this item.

**5. Update on Transition of Lakes and Preserves Maintenance in Somerset**

Ms. Dailey advised that the transition was moving along and that she had been in touch with the various contractors in order to prepare new agreements with the District, which would be effective January 1, 2018. She hopes to present them at the October meeting.

**6. Update Regarding Refinancing**

There was no update on the refinancing.

**I. NEW BUSINESS**

**1. Discussion Regarding Pond Water Level Controls**

Mr. Carr advised that the system had worked well. District resident Tom Dinella indicated that he would like to see an inspection to be sure the banks are solidified.

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
SEPTEMBER 12, 2017

**J. ADMINISTRATIVE MATTERS**

**1. Manager's Report**  
**a. Financial Report**

Ms. Dailey went over the financial report.

Ms. Dailey asked the Board their availability for the next meeting, which is scheduled for October 16, 2017. Since two Board Members indicated they would not be available, it was the consensus of the Board to change the meeting date to later the same week, when the majority of Board Members would be available.

**2. Engineer's Report**

There was no Engineer's Report at this time.

**K. BOARD MEMBER COMMENTS**

Mr. Hammond noted that a tree had fallen in Bridgetown.

Mr. Hamilton indicated that there was a roof on Suffield with two pines on one villa. Mr. Hammond stated that he had spoken with Mr. Haber who was researching the issue and will speak to the village manager. Mr. Carr stated that removal of trees is the homeowner's responsibility, unless a tree had been deemed defective.

**L. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Hamilton, seconded by Mr. Carr and passed unanimously to adjourn the Regular Board Meeting at 12:13 p.m.

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Secretary/Assistant Secretary

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Chair/Vice-Chair



# MBS CAPITAL MARKETS, LLC

## MEMORANDUM

To: Kathleen Dailey, District Manager  
Wes Haber, District Counsel

From: Brett Sealy, MBS Capital Markets, LLC  
Sete Zare, MBS Capital Markets, LLC

Re: Refunding Update – Arborwood CDD

Date: October 11, 2017

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We are providing this memo to the Board as an update to the refunding efforts being undertaken by MBS Capital Markets, LLC (“MBS”) pertaining to the proposed refunding of the District’s outstanding Series 2005A-2, 2006A-2 and 2006A-3 Bonds (the “Prior Bonds”). Following the District’s engagement of MBS at its July meeting, we submitted a credit package to S&P and Assured Guaranty to obtain a rating assessment and credit enhancement in conjunction with the proposed refunding of the Prior Bonds. We are happy to report that we successfully received a rating assessment in the low investment grade category from S&P as well as a bond insurance policy and partial surety bond commitment for the debt service reserve fund from Assured Guaranty for the senior lien bonds. As discussed at the board meeting in which we were engaged, the documents for the Prior Bonds stipulate that under certain circumstances, the balances in the debt service reserve funds for the Prior Bonds may be used to pay deferred costs to the developer, to the extent any are owed. Based upon correspondence with District staff, investigation into this matter is ongoing the resolution of which is integral to proceeding forward with the refunding effort.

We look forward to receiving the direction regarding the deferred costs’ matter. In the meantime, the refunding effort continues to be at our cost and risk until the Board approves the proposed refunding and we successfully deliver a closing. Thank you for you continued confidence in MBS. We remain appreciative of the opportunity to serve in the capacity as the District’s underwriter for the proposed refunding of the Prior Bonds.





**Arborwood CDD**  
Renewal January 2018 – December 2018

1. Specifications

The following services are provided:

- Minimum of 12 inspections and treatments to each pond, as necessary, for control and prevention of algae and noxious aquatic weeds. Number of visits to the site will range depending on season and treatments needed. We visit the site 3-5 times per month typically.
- Additional treatments as deemed necessary by Clarke at no additional charge to the customer.
- Control of exotic nuisance weeds to water's edge.
- All water management services to be provided under the supervision of a state certified aquatics applicator.
- Preservation of certain aquatic plants to maintain an ecologically balanced aquatic system.
- The use of all available approved and effective herbicides and algaecides in strict compliance with state and federal guidelines.
- Water testing to determine dissolved oxygen levels prior to treatment to determine if the level is high enough to safely treat.
- Monthly service reports and aquatic consulting. Lori Clemence and Rob Krueger are available to answer questions or look into any concerns that may arise.
- Complete standard insurance coverage including liability, automotive and workmen's compensation.
- Pretreatment notification upon request. Proposal does not include removal of plant material and excludes any fluridone resistant Hydrilla and copper resistant algae.

**Lake Management Services**

**\$3,839.00/Month**



## A. Chemicals and Substances Used

All listed invasive aquatic weeds in the bid specifications and others deemed detrimental to Arborwood CDD's stormwater ponds will be controlled by EPA registered and Florida approved chemicals, or other means as deemed necessary throughout the treatments.

All work performed in the designated ponds is performed by, or under the direct supervision of, a Florida state licensed aquatics applicator. At Clarke, we make sure that we adjust the rates within what's allowed by law on the label, for maximum effect on the target plant, while minimizing or eliminating any effect on non-targets.

In compliance with State of Florida regulations, chemicals and substances used in the performance of this contract will be accompanied by Safety Data Sheets (SDS). The SDS will include the following information:

- The chemical name and the common name of the toxic substance.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including the appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- Description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- The hazards or other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosivity, and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure
  - Reporting and Quality Control

## 2. Licenses and Permits

Clarke will continue to adhere to all local, County, State, and Federal regulations and permits in the execution of the work to be performed under this contract.



**\*IMPORTANT\*\* Please check box if these waters are used for irrigation.**

[ ]

1. **NPDES Permit:** An NPDES (National Pollutant Discharge Elimination System) permit may be necessary for the execution of the work for aquatic services. Any costs associated with such a permit are not included in this proposal. Also, since final regulation requirements were not finalized when this proposal was presented, any additional and/or incremental activities or services that may be required by the applicator in order to comply with an NPDES permit are not included in this proposal.
2. **Term and Termination:** **This Agreement has an Automatic Renewal Clause.**

This Contract will be for a period of 1 year, commencing on January 1, 2018 and ending on December 31, 2018, renewed and extended automatically for continuous succeeding terms for twelve months, unless terminated in writing by either party in accordance with the termination provisions of Section V hereof. Changes, including changes in price and cost, are ineffective unless in writing signed by both parties as an addendum to this Contract.

This Contract may be terminated with or without cause at any time by either party upon thirty (30) days prior written notice, delivered by certified U.S. mail, return receipt requested, in which event all accrued rights, duties and obligations of the parties hereto shall terminate forthwith.

Other Related Provisions and Requirements:

Work shall be performed by Clarke on a routine schedule but subject to the overall purpose of Arborwood CDD at the Plantation Community and based upon communication only with the Community Manager. Work will be performed during normal business hours, unless approved in advance by the Community Manager.

Work shall be performed professionally in accordance with generally accepted standards of the trade or business.

Clarke shall provide evidence of general liability insurance, property damage insurance, and Workmen's Compensation insurance naming Arborwood CDD at the Plantation Community as co-insured and shall indemnify the client for any wrongdoing of Clarke should the Community be made a party to any litigation as to that wrongdoing.

Clarke agrees to maintain at all times all required licenses and/or permits to perform the work for which they are contracted.



Any controversies that cannot be resolved by the parties shall be subject either to arbitration or mediation as the parties may agree and if they cannot agree then mediation and if mediation fails then legal action may be instituted and any prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorney's fees incident to such legal action.

If the Clarke ceases work or otherwise breaches this Contract the Client has the authority without penalty direct or indirect to contract for the relevant services to be performed by other independent contractors given the nature and specialized single purpose of the stormwater management system ponds will be maintained at sustained levels of quality over the long term.

Clarke shall indemnify and hold harmless the Community for any injury, loss or damage to person or property when caused by Clarke's own negligence or arising out of a material breach by Clarke of this Agreement.

3. **Price Increase:** The price for the services rendered hereunder may be increased by Clarke on the first day of any Calendar year commencing on \_\_\_\_\_ of the "Initial Term" (a "Price Increase Date") by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the calendar year which immediately precedes the Price Increase Date or five percent (5%) (The "Price Increase Percentage"). Clarke may petition Arborwood CDD at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.
4. **Property Damage:** Allegations of property damage resulting from scheduled Clarke service must be submitted in a written report, filed directly with respective Control Consultant within five (5) business days. Clarke team will review the report, determine a fair and equitable resolution, and respond within a timely manner.
5. **Program Payment Plan:**
  - A. Lake Management Services \$3,839.00/Month
  - B. SIGNING AND RETURNING this document will authorize Clarke to perform the services stipulated within the limits of this cost estimate unless otherwise stated.



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

**APPROVAL FOR Arborwood CDD:**

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FOR CLARKE:  
 NAME: Lori Clemence TITLE: Control Consultant  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**INVOICES SHOULD BE SENT TO:**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Alternate Phone \_\_\_\_\_ E-Mail: \_\_\_\_\_

**TREATMENT ADDRESS (if difference from above):**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: FL Zip \_\_\_\_\_

**CONTACT PERSON FOR Arborwood CDD:**

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

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**ALTERNATE CONTACT PERSON FOR Arborwood CDD:**

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

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**INSPECTION REPORTS:**

*Email service reports to the following email addresses:*

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

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



**Please sign and return a copy of the complete contract for our files to:**

CLARKE

Attention: **Crystal Challacombe**

3036 Michigan Ave.

Kissimmee, FL 34744

Phone: 800-443-2034

Fax to 407-944-0709

Thank you for the opportunity to be of service to Arborwood CDD!

**WOODS AND WETLANDS INC**

**PROPOSAL**

September 28, 2017

**PROJECT: Somerset at The Plantation Exotic Vegetation Maintenance Control**  
**CLIENT: ARBORWOOD CDD as successor assignee for Somerset HOA Evergreen Lifestyles Mgmt**

**SCOPE OF WORK**

Woods and Wetlands Inc will provide the labor, equipment, materials and supplies for annual exotic vegetation treatment events at the 348.97 AC preserve within the community known as Somerset at The Plantation in Fort Myers, FL. The events will include the treatment of all Category I and II species listed on the current Florida Exotic Pest Plant Council's list of Invasive Species. Woody and herbaceous species will be killed-in-place by the appropriate method, herbicide treated, and left to naturally decompose.

**DATE AND PRICE OF WORK**

MAY 2018 through 2020 \$ 35,000.00 per event

Woods and Wetlands Inc will perform all the services described in the above referenced Scope of Work in a professional and workman-like manner and in compliance with all applicable Florida state and local statutes, rules and regulations.

**TERMS AND CONDITIONS**

Invoices are due and payable upon receipt. Prices are valid for 30 days. This Proposal becomes an Agreement when signed by both parties and modifications or services not specifically included by reference herein will be effected only by Change Order(s) agreed to and signed by an authorized representative of each party and will be charged as additional services to the Client. It is understood and agreed that Arborwood CDD agrees to assume responsibility for the maintenance of the preserve under the terms and conditions of an Agreement with Evergreen Lifestyles Management on behalf of Somerset HOA dated 19<sup>th</sup> May 2016 incorporated by reference herein. This Proposal/Agreement shall be interpreted according to the laws of the State of Florida.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ARBORWOOD CDD

WOODS AND WETLANDS INC

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

239 567 1857 [info@woodsandwetlandsinc.com](mailto:info@woodsandwetlandsinc.com) F 239 567 0932

**PROPOSAL FOR FIELD INSPECTOR**  
**SOMERSET DEVELOPMENT**

TO: The Supervisors of the Arborwood CDD  
c/o Ms. Kathleen Dailey, District Manager

Dear Supervisors:

Thank you for the opportunity to submit the following Proposal to provide the necessary services as an Independent Contractor-Field Inspector for the Somerset Development of the Arborwood CDD.

The services to be provided will include, among other things:

- 1) Visually inspect all lakes for erosion, observable water quality, algae growth, viable plant material growth, invasive species, water levels, and other issues as they come up.
- 2) Coordinate and direct interaction between CDD and all retained contractors that may be providing services to the CDD.
- 3) Report on an ongoing basis to District Manager and designated CDD Board member on all pertinent issues.
- 4) Attend all CDD Board meetings and report to entire Board on all issues.
- 5) Interact with HOA on common issues.
- 6) Interact with owners/members on an as-needed basis.

The proposed fee is \$40 per hour with all direct expenses reimbursed. A monthly invoice will be submitted for services rendered.

**BACKGROUND**

Bohdan P. Hirniak, P.E.  
8472 Abbington Circle, #2022  
Naples, FL 34108  
480-235-4510  
[bphirniak@aol.com](mailto:bphirniak@aol.com)



I am a degreed Professional Civil Engineer with approximately 40+ years in the profession. At various stages in my career I was registered in three states, and currently maintain an active registration in the State of Arizona.

My entire career has been in the civil engineering aspects of project and infrastructure development, with most of my work on the private side. I am familiar with all aspects of community development, maintenance, and management. For the past several years I have been involved on a daily basis with community oversight in southwest Florida communities. I am also a current member of the oversight committee of the community where I live.

I am semi-retired and am able to commit the time and effort necessary to provide the services that you may need.

Thank You,

Bohdan P. Hirniak

**RESOLUTION NO. 2017-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2016/2017 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Arborwood Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

**Section 1.** The Amended Budget for Fiscal Year 2016/2017 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 18<sup>th</sup> day of October, 2017.

**ATTEST:**

**ARBORWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Arborwood  
Community Development District

**Amended Budget  
Fiscal Year 2016/2017  
October 1, 2016 - September 30, 2017**

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- 4 AMENDED DEBT SERVICE FUND BUDGET - 2006 BOND
- 5 AMENDED DEBT SERVICE FUND BUDGET - 2014 BOND

**AMENDED BUDGET COMPARISON**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2016/2017**

	FISCAL YEAR 2016/2017 FINAL BUDGET	FISCAL YEAR 2016/2017 AMENDED BUDGET	FISCAL YEAR 2016/2017 ACTUAL 10/1/2016 - 9/29/2017
<b>REVENUES</b>			
GENERAL FUND ON ROLL ASSESSMENT	191,057	200,011	200,011
GENERAL FUND DIRECT BILL ASSESSMENT - PULTE	12,923	12,923	6,437 *
GENERAL FUND DIRECT BILL ASSESSMENT - GL HOMES	15,745	15,745	7,873 *
GENERAL FUND DIRECT BILL ASSESSMENT - WCI	25,025	25,025	8,632 *
DEBT ON ROLL ASSESSMENT	2,779,469	3,000,363	3,000,363
DEBT DIRECT BILL ASSESSMENT - PULTE (SERIES 2005)	135,648	134,844	0 *
DEBT DIRECT BILL ASSESSMENT - GL HOMES (SERIES 2005)	176,203	176,203	176,203
DEBT DIRECT BILL ASSESSMENT - WCI (SERIES 2014)	1,293,328	1,082,163	900,329 *
BOND PREPAYMENTS	0	1,273,143	1,273,143 *
INTEREST/MISCELLANEOUS DEBT INCOME	0	12,481	12,403
INTEREST/MISCELLANEOUS GENERAL FUND	0	6,125	6,125
GENERAL FUND OTHER REVENUES / CARRY OVER	200,000	0 #	0
<b>Total Revenues</b>	<b>\$ 4,829,398</b>	<b>\$ 5,939,026</b>	<b>\$ 5,591,519</b>
<b>EXPENDITURES</b>			
PAYROLL TAX EXPENSE	912	750	750
SUPERVISOR FEES	12,000	9,800	9,800
ENGINEERING	28,000	45,000	41,691
MANAGEMENT	33,999	33,999	33,999
LEGAL	60,000	30,000	24,186
ASSESSMENT ROLL	5,000	5,000	5,000
ANNUAL AUDIT	5,700	5,350	5,350
ARBITRAGE REBATE FEE	4,000	2,700	2,700
INSURANCE	15,500	14,496	14,496
LEGAL ADVERTISING	5,000	6,000	5,352
MISCELLANEOUS	3,000	3,000	2,028
POSTAGE	1,000	1,375	1,323
OFFICE SUPPLIES	2,500	2,200	1,851
DUES & SUBSCRIPTIONS	175	175	175
TRUSTEE FEES	47,000	37,000	32,229
CONTINUING DISCLOSURE FEE	5,000	4,750	4,750
AMORTIZATION SCHEDULE	1,000	300	300
WEBSITE	1,500	1,500	1,500
LAKE MAINTENANCE	2,000	1,000	0
PROFESSIONAL FEE & PERMITS	2,000	1,000	0
ELECTRICITY	2,000	175	130
OFF-SITE MITIGATION MAINT - TREELINE	5,000	1,000	0
DRI MONITORING	10,000	1,000	0
WETLAND MONITORING - PASSARELLA	10,000	27,000	23,146
OFF-SITE MITIGATION MAINT - PANTHER	150,000	75,000	55,569
MITIGATION MAINT - PARCEL C	5,000	1,000	0
STREET LIGHTING - UTILITY	15,000	18,000	15,779
STORM DAMAGE REPAIRS	0	25,000	6,218
CAPITAL OUTLAY - SMALL	1,000	0	0
<b>Total Expenditures</b>	<b>433,286</b>	<b>353,570</b>	<b>288,322</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 4,396,112</b>	<b>\$ 5,585,456</b>	<b>\$ 5,303,197</b>
DEBT PAYMENTS (2005)	(2,131,103)	(2,176,066)	(2,041,182) *
DEBT PAYMENTS (2006)	(793,525)	(812,673)	(812,673) *
DEBT PAYMENTS (2014)	(1,293,328)	(1,289,789)	(1,107,955) *
BOND PREPAYMENTS - PAID TO TRUSTEE	0	(1,273,143)	(1,273,143)
<b>BALANCE</b>	<b>\$ 178,157</b>	<b>\$ 33,785</b>	<b>\$ 68,244</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(59,411)	(7,306)	(7,306)
DISCOUNTS FOR EARLY PAYMENTS	(118,821)	(111,620)	(111,620)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ (75)</b>	<b>\$ (85,141)</b>	<b>\$ (50,682)</b>

Note: All Figures are Un-audited

\* These figures assume receipt of 9-30-17 Developer Direct Bills.

**AMENDED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
**FISCAL YEAR 2016/2017**  
**October 1, 2016 - September 30, 2017**

	FISCAL YEAR 2016/2017 ANNUAL BUDGET	FISCAL YEAR 2016/2017 AMENDED BUDGET	FISCAL YEAR 2016/2017 ACTUAL 10/1/2016 - 9/29/2017
<b>REVENUES</b>			
ON ROLL ASSESSMENTS	191,057	200,011	200,011
DIRECT BILL ASSESSMENTS - PULTE	12,923	12,923	6,437
DIRECT BILL ASSESSMENTS - GL HOMES	15,745	15,745	7,873
DIRECT BILL ASSESSMENTS - WCI	25,025	25,025	8,632
OTHER REVENUES / CARRY OVER	200,000	6,125	6,125
<b>Total Revenues</b>	<b>\$ 444,750</b>	<b>\$ 259,829</b>	<b>\$ 229,078</b>
<b>EXPENDITURES</b>			
PAYROLL TAX EXPENSE	912	750	750
SUPERVISOR FEES	12,000	9,800	9,800
ENGINEERING	28,000	45,000	41,691
MANAGEMENT	33,999	33,999	33,999
LEGAL	60,000	30,000	24,186
ASSESSMENT ROLL	5,000	5,000	5,000
ANNUAL AUDIT	5,700	5,350	5,350
ARBITRAGE REBATE FEE	4,000	2,700	2,700
INSURANCE	15,500	14,496	14,496
LEGAL ADVERTISING	5,000	6,000	5,352
MISCELLANEOUS	3,000	3,000	2,028
POSTAGE	1,000	1,375	1,323
OFFICE SUPPLIES	2,500	2,200	1,851
DUES & SUBSCRIPTIONS	175	175	175
TRUSTEE FEES	47,000	37,000	32,229
CONTINUING DISCLOSURE FEE	5,000	4,750	4,750
AMORTIZATION SCHEDULE	1,000	300	300
WEBSITE	1,500	1,500	1,500
LAKE MAINTENANCE	2,000	1,000	0
PROFESSIONAL FEE & PERMITS	2,000	1,000	0
ELECTRICITY	2,000	175	130
OFF-SITE MITIGATION MAINT - TREELINE	5,000	1,000	0
DRI MONITORING	10,000	1,000	0
WETLAND MONITORING - PASSARELLA	10,000	27,000	23,146
OFF-SITE MITIGATION MAINT - PANTHER	150,000	75,000	55,569
MITIGATION MAINT - PARCEL C	5,000	1,000	0
STREET LIGHTING - UTILITY	15,000	18,000	15,779
STORM DAMAGE REPAIRS	0	25,000	6,218
CAPITAL OUTLAY - SMALL	1,000	0	0
<b>Total Expenditures</b>	<b>\$ 433,286</b>	<b>\$ 353,570</b>	<b>\$ 288,322</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 11,464</b>	<b>\$ (93,741)</b>	<b>\$ (59,244)</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(3,821)	(497)	(497)
DISCOUNTS FOR EARLY PAYMENTS	(7,642)	(7,107)	(7,107)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ 1</b>	<b>\$ (101,345)</b>	<b>\$ (66,848)</b>

Note: All Figures are Un-audited

These figures assume receipt of 9-30-17 Developer Direct Bills.

Fund Balance on 10/1/2016	\$	280,312.00
Amended Net Excess / (Shortfall) 9/29/2017	\$	(101,345.00)
Estimated End of Year Fund Balance	\$	178,967.00

**AMENDED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**2005 MASTER INFRASTRUCTURE DEBT SERVICE FUND**  
**FISCAL YEAR 2016/2017**  
**October 1, 2016 - September 30, 2017**

**2005A-1**

	FISCAL YEAR		
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	0	0	0
Interest Income	0	0	0
Direct Bill Assessments - Pulte	0	0	0
Direct Bill Assessments - GL Homes	0	0	0
Direct Bill Assessments - WCI	0	0	0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES</b>			
Principal Payments	0	0	0
Interest Payments	0	0	0
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2005 A-1 Master Infr. Bond Information**

Original Bifurcated Par Amount =	\$7,470,000
Interest Rate =	5.35%
Bifurcated Date =	April 2013
Maturity Date =	May 2036
Annual Principal Payments Due =	N/A
Annual Interest Payments Due =	N/A

NOTE: Payment due for A-1 was cancelled with issuance of 2014 Bonds

**2005B-1**

	FISCAL YEAR		
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	0	0	0
Direct Bill Assessments - Pulte	0	0	0
Direct Bill Assessments - GL Homes	0	0	0
Direct Bill Assessments - WCI	0	0	0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES</b>			
Principal Payments	0	0	0
Interest Payments	0	0	0
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2005 B-1 Master Infr. Bond Information**

Original Bifurcated Par Amount =	\$775,000
Interest Rate =	5.10%
Bifurcated Date =	April 2013
Maturity Date =	April 2015
Annual Principal Payments Due =	N/A
Annual Interest Payments Due =	N/A

NOTE: Payment due for B-1 cancelled with issuance of 2014 Bonds

**2005A-2**

	FISCAL YEAR		
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	1,820,015	1,864,979	1,864,979
Interest Income	0	4,000	3,941
Direct Bill Assessments - Pulte	134,884	134,884	0
Direct Bill Assessments - GL Homes	176,203	176,203	176,203
Bond Prepayments	0	208,016	208,016
<b>Total Revenues</b>	<b>\$ 2,131,103</b>	<b>\$ 2,388,082</b>	<b>\$ 2,253,139</b>
<b>EXPENDITURES</b>			
Principal Payments	750,000	750,000	750,000
Interest Payments	1,381,103	1,398,356	1,398,356
Principal Prepayments	0	210,000	210,000
<b>Total Expenditures</b>	<b>\$ 2,131,103</b>	<b>\$ 2,358,356</b>	<b>\$ 2,358,356</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ 29,726</b>	<b>\$ (105,217)</b>

**Series 2005 A-2 Master Infr. Bond Information**

Original Bifurcated Par Amount =	\$28,925,000
Interest Rate =	5.35%
Bifurcated Date =	April 2013
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 9/30/17 =	\$25,230,000

Note: Developer Direct Bill Payments To Partially Fund November 1, 2017 Interest Payment.

**AMENDED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**2006 DEBT SERVICE FUND**  
**FISCAL YEAR 2016/2017**  
**October 1, 2016 - September 30, 2017**

**2006A-1**

	FISCAL YEAR		FISCAL YEAR
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	0	0	0
Interest Income	0	0	0
Direct Bill Assessments - Pulte	0	0	0
Direct Bill Assessments - GL Homes	0	0	0
Direct Bill Assessments - WCI	0	0	0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES</b>			
Principal Payments	0	0	0
Interest Payments	0	0	0
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2006 A-1 Bond Information**

Original Bifurcated Par Amount =	\$19,380,000
Interest Rate =	5.35%
Bifurcated Date =	Dec 2010
Maturity Date =	May 2036
Annual Principal Payments Due =	N/A
Annual Interest Payments Due =	N/A

NOTE: Payment due for A-1 was cancelled with issuance of 2014 Bonds

**2006A-3**

	FISCAL YEAR		FISCAL YEAR
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	769,374	0	788,795
Interest Income	0	0	2,220
Direct Bill Assessments - Pulte	764	0	0
Direct Bill Assessments - GL Homes	0	0	0
Bond Prepayments	0	0	185,000
<b>Total Revenues</b>	<b>\$ 770,138</b>	<b>\$ -</b>	<b>\$ 976,015</b>
<b>EXPENDITURES</b>			
Principal Payments	275,000	0	275,000
Interest Payments	495,138	0	502,700
Principal Prepayment - Pulte Buydown	0	0	185,000
<b>Total Expenditures</b>	<b>\$ 770,138</b>	<b>\$ -</b>	<b>\$ 962,700</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,315</b>

**Notes**

Excess Used To Increase Bond Fund Balance  
Revenue Fund Balance Of \$315,180 To Be Used To  
Make 11/1/17 Interest Payment Of \$238,700.

**Series 2006 A-3 Bond Information**

Original Bifurcated Par Amount =	\$24,225,000
Interest Rate =	5.35%
Bifurcated Date =	Dec 2010
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 9/30/17 =	\$25,230,000

**2006A-2**

	FISCAL YEAR		FISCAL YEAR
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	23,312	0	23,878
Interest Income	0	110	107
Direct Bill Assessments - Pulte	0	0	0
Direct Bill Assessments - GL Homes	0	0	0
Direct Bill Assessments - WCI	0	0	0
<b>Total Revenues</b>	<b>\$ 23,312</b>	<b>\$ 110</b>	<b>\$ 23,985</b>
<b>EXPENDITURES</b>			
Principal Payments	10,000	0	10,000
Interest Payments	13,388	0	13,650
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ 23,388</b>	<b>\$ -</b>	<b>\$ 23,650</b>
<b>Excess / (Shortfall)</b>	<b>\$ (76)</b>	<b>\$ 110</b>	<b>\$ 335</b>

**Notes**

Excess Used To Increase Bond Fund Balance  
Revenue Fund Balance Of \$28,043 To Be Used To  
Make 11/1/17 Interest Payment Of \$6,563.

**Series 2006 A-2 Bond Information**

Original Bifurcated Par Amount =	\$335,000
Interest Rate =	5.35%
Bifurcated Date =	Dec 2010
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 9/30/17 =	\$25,230,000

**2006B**

	FISCAL YEAR		FISCAL YEAR
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	0	0	0
Interest Income	0	0	0
Direct Bill Assessments - Pulte	0	0	0
Direct Bill Assessments - GL Homes	0	0	0
Direct Bill Assessments - SPE	0	0	0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES</b>			
Principal Payments	0	0	0
Interest Payments	0	0	0
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2006 B Bond Information**

Original Par Amount =	\$80,585,000
Interest Rate =	5.100 & 5.250%
Issue Date =	May & Aug 2006
Maturity Date =	May 2016
Annual Principal Payments Due =	N/A
Annual Interest Payments Due =	May 1st & November 1st

NOTE: Final Payment For 2006 B Bond Was Made In May 2016



**AMENDED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**2014 DEBT SERVICE FUND**  
**FISCAL YEAR 2016/2017**  
**October 1, 2016 - September 30, 2017**

**2014A-1**

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	0	174,440	174,440
Interest Income	0	1,245	1,240
Miscellaneous Income	0	1,099	1,099
Direct Bill Assessments - WCI	500,185	325,745	170,826
<b>Total Revenues</b>	<b>\$ 500,185</b>	<b>\$ 502,529</b>	<b>\$ 347,605</b>
<b>EXPENDITURES</b>			
Principal Payments	130,000	130,000	130,000
Interest Payments	370,185	374,670	374,670
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ 500,185</b>	<b>\$ 504,670</b>	<b>\$ 504,670</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ (2,141)</b>	<b>\$ (157,065)</b>

**2014A-2**

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	0	36,725	36,725
Interest Income	0	275	270
Miscellaneous Income	0	2,257	2,257
Direct Bill Assessments - WCI	103,143	66,418	39,503
<b>Total Revenues</b>	<b>\$ 103,143</b>	<b>\$ 105,675</b>	<b>\$ 78,755</b>
<b>EXPENDITURES</b>			
Principal Payments	25,000	25,000	25,000
Interest Payments	78,143	79,005	79,005
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ 103,143</b>	<b>\$ 104,005</b>	<b>\$ 104,005</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ 1,670</b>	<b>\$ (25,250)</b>

**Series 2014 A-1 Bond Information**

Initial Par Amount =	\$4,939,888
Maturity Par Amount =	\$5,430,000
Interest Rate =	6.90%
Issue Date =	Dec 2014
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st

Maturity Par Amount As Of 9/30/17 = \$5,300,000

**Series 2014 A-2 Bond Information**

Initial Par Amount =	\$1,041,652
Maturity Par Amount =	\$1,145,000
Interest Rate =	6.90%
Bifurcated Date =	Dec 2014
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st

Maturity Par Amount As Of 9/30/17 = \$1,120,000

**2014B**

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR
	2016/2017	2016/2017	2016/2017 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2016 - 9/29/2017
<b>REVENUES</b>			
Net On Roll Assessments	0	0	0
Interest Income	0	1,275	1,269
Direct Bill Assessments - WCI	690,000	690,000	690,000
Bond Prepayments	0	880,127	880,127
<b>Total Revenues</b>	<b>\$ 690,000</b>	<b>\$ 1,571,402</b>	<b>\$ 1,571,396</b>
<b>EXPENDITURES</b>			
Principal Payments	0	225,000	225,000
Interest Payments	690,000	690,000	690,000
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ 690,000</b>	<b>\$ 915,000</b>	<b>\$ 915,000</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ 656,402</b>	<b>\$ 656,396</b>

**Notes**

Developer Direct Bill Payments To Fund November 1, 2017 Interest Payments.  
 Prepayment Funds Will Be Used To Make Series 2014B Principal Payment  
 On November 1, 2017 Of \$655,000.

**Series 2014 B Bond Information**

Initial Par Amount =	\$9,097,400
Maturity Par Amount =	\$10,000,000
Interest Rate =	6.90%
Issue Date =	Dec 2014
Maturity Date =	May 2025
Annual Principal Payments Due =	N/A
Annual Interest Payments Due =	May 1st & November 1st

Par Amount As Of 9/30/17 = \$8,872,400

**AGREEMENT BETWEEN THE  
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
AND \_\_\_\_\_ REGARDING FOUNTAINS**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between:

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

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "**Owner**").

**RECITALS**

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

**WHEREAS**, Owner desires to convey the ponds and related stormwater improvements described on Exhibit A (the “Ponds”) to the District for the District’s ownership, operation and maintenance;

**WHEREAS**, Owner installed certain fountains in the Ponds (the “Fountains”); and

**WHEREAS**, the District does not want to be responsible for the ownership, operation or maintenance of the Fountains; and

**WHEREAS**, subject to having the Ponds inspected and certified by the District’s engineer and review of any conveyance documents by the District’s counsel, the District is agreeable to accepting the conveyance of the Ponds pursuant to the terms and conditions set forth herein.

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

**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. Ownership, Operation and Maintenance of the Fountains.** Notwithstanding the conveyance of the Ponds to the District, Owner shall remain the owner of the Fountains. To such end, the District and Owner expressly acknowledge and agree that notwithstanding any provision to the contrary within any documentation conveying any of Owner’s interest in the Ponds, that no interest in the Fountains is or is intended to be conveyed by Owner such that all legal and equitable ownership of the Fountains shall at all times remain vested in Owner. In

connection with such ownership, Owner shall be obligated to maintain and repair the Fountains to a standard equal to or better than fountains located in upscale residential communities situated in Lee County, Florida. Owner shall be responsible for all costs related to the operation, maintenance and repair of the Fountains. Should Owner fail to maintain the Fountains in accordance with this Agreement, the District shall have the right, but not the obligation, to undertake such maintenance and Owner shall be responsible to reimburse the District for all costs associated with the maintenance within ten (10) days following receipt of written demand therefore from the District. Owner shall have the sole right and authority to determine the Fountain's operation schedule, provided, however, that, Owner agrees to temporarily turn off the Fountains within five (5) days of its receipt of written notice from the District that the Fountains need to be temporarily tuned off in order to allow the District to fulfill its obligations to operate, maintain or repair the Ponds or related stormwater improvements.

**3. Removal of the Fountains.** Owner agrees to permanently remove the Fountains within ten (10) days of its receipt of written notice from the District that the Fountains are: 1) adversely impacting the District's ability to operate, maintain or repair the Ponds and related stormwater improvements on an on-going basis; or 2) causing a material defect to the Ponds or related stormwater improvements. Owner shall be responsible for all costs associated with the removal of the Fountains and, subsequent to the removal, Owner agrees to return the Ponds and any other property impacted by the removal of the Fountains to the same condition or better than existed prior to the removal, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures. Should Owner fail to timely remove the Fountains pursuant to a removal request under this Section Three, the District shall have the right, but not the obligation, to undertake such removal and Owner shall be responsible to reimburse the District for all costs associated with the removal within ten (10) days following receipt of written demand therefore from the District.

Should Owner determine that it no longer desires to own, operate and maintain the Fountains, it agrees to give the District the option of taking over such responsibilities prior to permanent cessation of operation and removal of the Fountains. Should the District and Owner be unable to mutually agree to the conveyance of the Fountains from Owner to the District within thirty (30) days of Owner providing written notice to the District that it no longer desires to own, operate and maintain the Fountains, Owner shall remove the Fountains or cause the Fountains to be removed. Subsequent to the removal, Owner agrees to return the Ponds and any other property impacted by the removal to the same condition or better than existed prior to the removal, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, all within ten (10) days of the date the Fountains were removed.

**4. Indemnification.**

- a. Owner shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents,

officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from Owner's, or Owner's officers, directors, agents, assigns, employees, or representatives, ownership, operation, maintenance or removal of the Fountains.

- b. Owner's obligations under this section shall include the payment of all settlements, judgments, damages (including consequential, special or punitive damages), liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, expert witness fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. Owner agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other law.

**5. Default.** A default by either party to 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 actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**6. 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.

**7. Agreement.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

**8. 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 parties.

**9. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**10. Notices.** All notices, requests, consents and other communications hereunder ("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:** Arborwood Community Development District

\_\_\_\_\_  
\_\_\_\_\_

Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Owner:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00p.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 party he/she represents. 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.

**11. Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Provided, however, that this section shall not limit Owner's indemnification obligation set forth in Section Four or any right of the parties identified in Section Four, who are not parties to this Agreement, to make a claim for such indemnification.

**12. Assignment.** Neither party may assign this Agreement without the prior written approval of the other party.

**13. Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**14. Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**15. Public Records.** Owner 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 are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**16. Counterparts.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties execute this Agreement to be effective the day and year first written above.

Attest:

**ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

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

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

Exhibit A: Description of the Ponds