



**ARBORWOOD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
JANUARY 21, 2019  
9:00 A.M.**

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

[www.arborwoodcdd.org](http://www.arborwoodcdd.org)  
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**AGENDA**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**Amenity Center Community Room**  
**Somerset at the Plantation**  
**10401 Dartington Drive**  
**Fort Myers, Florida, 33913**  
**REGULAR BOARD MEETING**  
**January 21, 2019**  
**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. November 12, 2018 Regular Board Meeting.....Page 2
- G. Old Business
  - 1. Update Regarding Street Lighting Project
- H. New Business
  - 1. Consider Resolution No. 2019-01 – Adopting a Revised State Mutual Aid Agreement.....Page 7
  - 2. Consider Approval of Arborwood Preserve Phase 2B Plat.....Page 40
  - 3. Discussion Regarding Brazilian Pepper Removal
  - 4. Discussion Regarding Somerset Fountains
  - 5. Discussion Regarding Somerset Effluent Water Issue
- I. Administrative Matters
  - 1. Manager’s Report
    - a. Financials.....Page 51
  - 2. Engineer Report
  - 3. Field Inspectors Report
- J. Board Members Comments
- K. Adjourn

**News-Press, The**

Jan. 10, 2019

Miscellaneous Notices

NOTICE OF MEETING ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors of the Arborwood Community Development District will hold a Board Meeting on January 21, 2019, at 9:00 a.m. at the Amenity Center Community Room located at Somerset at The Plantation, 10401 Dartington Drive, Fort Myers, Florida 33913. The Board Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. A copy of the agenda for the meeting may be obtained from the District's website or by contacting the District Manager, Special District Services, located at 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134. 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 this Board Meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (239) 444-5790. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, 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 the 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](http://www.arborwoodcdd.org) AD# 3326083

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 12, 2018**

**A. CALL TO ORDER**

The November 12, 2018, Regular Board Meeting of the Arborwood Community Development District was called to order at 9:03 a.m. in the Amenity Center Community Room at Somerset at the Plantation located at 10401 Dartington Drive, Fort Myers, Florida 33913.

Chairman Terry Hammond recognized the observance of Veterans' Day.

**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 10, 2018, as legally required.

**C. SEAT NEW BOARD MEMBERS**

**D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES**

Ms. Dailey administered the oath of office to Lawrence Carr, Gary Franz and John Hamilton. She noted that their new terms become effective November 20, 2018.

**E. 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 (via phone)	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 phone)	Hopping Green & Sams, P.A.
District Engineer	Josh Evans	JR Evans Engineering
Field Inspector	Bohdan Hirniak	

Others present were: Mike Myers of Passarella & Associates; Norm Trebilcock of Trebilcock & Associates; Troy Dinicola, Marina Bay Community Manager; and the following District residents: Denise Rafferty, Jerry Strohmenger, Roger Bosworth, Jack Aycock, Chris Anderson and Jeff Gordish

## **F. ELECTION OF OFFICERS**

- **Chairman**
- **Vice Chairman**
- **Secretary/Treasurer**
- **Assistant Secretaries**

A **motion** was made by Mrs. Pattison, seconded by Mr. Carr to keep the current slate of officers, to wit: Chairman Terry Hammond; Vice Chairman John Hamilton; Secretary/Treasurer Kathleen Dailey; and Assistant Secretaries Lawrence Carr, Joan Pattison and Gary Franz. Upon being put to a vote, the **motion** carried unanimously.

## **G. ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Franz stated that Item K-3 regarding the golf course could be removed from the agenda. There was a consensus of the Board to remove the item.

## **H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

Mr. Gordish questioned the decision made at the last Board Meeting concerning residents planting in the pond maintenance easement and asked for clarification. Ms. Dailey went over the Board's previous discussion and Mr. Evans reiterated that planting was discouraged. Mr. Hammond recapped that anyone wanting to plant should come before the Board. Mr. Carr stated that if anyone does any planting, it will be at their own risk if it is necessary to remove. Mr. Carr pointed out the Pulte had planted in the easement. Mr. Hammond opined that if Board approval is not required, there should be very clear that it is done at their own risk. Mr. Haber added that the homeowner has the obligation to have the knowledge that the easement and restrictions exist and that they cannot do anything that interferes with the purpose of the easement or the District has the right to remove the infringement. Mr. Gordish stated that residents have to go through the ARB process. Mr. Carr suggested that the ARB inform residents that any plantings would need to be removed at the homeowner's expense. Mr. Hammond reiterated same and suggested that it be communicated to the HOAs that any planting is done at the resident's risk and must be removed at their expense if it interferes with the use of the easement.

A **motion** was made by Mr. Franz, seconded by Mr. Carr and passed unanimously reiterating that homeowners may not plant or put in improvements that adversely impact the stormwater system or the District's ability to use the easement and if they do, they do so at their own risk and/or expense.

## **I. APPROVAL OF MINUTES**

### **1. September 17, 2018, Regular Board Meeting**

The September 17, 2018, Regular Board Meeting minutes were presented for approval.

A **motion** was made by Mrs. Pattison, seconded by Mr. Franz and passed unanimously approving the September 17, 2018, Regular Board Meeting minutes, as presented.

## **J. OLD BUSINESS**

There were no Old Business items to come before the Board.

## **K. NEW BUSINESS**

### **1. Consider Revised Agreement Regarding Sign Maintenance**

Mr. Haber went over the agreement and the changes. Mr. Hammond asked about insurance and Mr. Haber indicated he felt comfortable pushing back requiring the District as an additional insured. Mr. Franz asked if there had been a determination on the ownership of the signs. Mr. Haber responded that there had not, but based on easement documents, the District is responsible for maintenance and removal. Mr. Hammond recommended approving the agreement, subject to the change in the insurance requirement and authorizing the Chairman to sign on behalf of the District.

A **motion** was made by Mr. Franz, seconded by Mr. Carr and passed unanimously approving the revised agreement regarding sign maintenance, subject to insurance requirements; and further authorizing the Chairman to execute said documents on behalf of the District.

### **2. Consider Streetlight Project**

Mr. Hammond provided an update and overview on past Board discussions regarding a motion to complete the project, but deferring action on Marina Bay. He recognized that several Marina Bay residents were in attendance at today's meeting. Mr. Trebilcock stated that including Marina Bay added ten additional lights and that the prepared plans, including Marina Bay, were ready to be submitted to the City for permitting. He added that the project could piggyback a County contract with AIS, who did the original project under the name of OnPower and who currently handles maintenance on the installed lights.

Mrs. Pattison asked if the City had confirmed that they would take over maintenance. Mr. Trebilcock responded that plans needed to be submitted and that confirmation should arrive at that time. Mr. Trebilcock added that this confirmation does not include the lights in front of Marina Bay, which is in the County.

Mr. Franz asked at what point Treeline would become an obligation of the County. Mr. Trebilcock indicated Treeline would become an obligation of the County when the volume of traffic warrants establishment as an arterial roadway. Mr. Hammond pointed out that there is no requirement to put in the lights and that the intent is to provide safety. He added that Marina Bay did not exist when the lighting project was first contemplated, but it is consistent with the other parcels on Treeline to add them to the project. Mr. Franz opined that with all the development on Treeline, he has no doubt that the threshold will be hit soon for the County to take over maintenance. Mr. Evans stated that it is going to be awhile, as the trip count is only about one-half way there to what is required for the obligation to take over.

Mr. Dinicola stated he was representing the Marina Bay HOA and presented a petition signed by 250 homeowners requesting lighting in front of Marina Bay. He stated the concern was for safety and uniformity with the other streetlights. He added that he understands the predicament with the City turnover and their portion being in the County and asked that the District not defer the Marina Bay portion. Mr. Strohenger stated that Marina Bay residents do pay fees to the CDD and asked, as a safety

factor along with the fact that every other community has lighting, that the section be included in the project.

Mr. Hammond then passed the gavel to Vice Chairman Hamilton and made a **motion** to move forward with the project, including the ten lights for Marina Bay; further directing staff to move forward with permitting and obtaining a City agreement to accept maintenance, piggybacking the contract with AIS, and authorizing the Chairman to execute any documents, as deemed necessary. The **motion** was seconded by Mr. Carr and passed unanimously.

### **3. Discussion Regarding Addition of Maintenance of the Golf Course Pond**

This item was withdrawn from the Agenda.

### **4. Consider Resolution No. 2018-10 – Adopting a Fiscal Year 2017/2018 Amended Budget**

Resolution No. 2018-10 was presented, entitled:

#### **RESOLUTION NO. 2018-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2017/2018 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Dailey went over the amended budget.

A **motion** was made by Mr. Franz, seconded by Mrs. Pattison and passed unanimously to adopt Resolution No. 2018-10, as presented.

### **5. Consider 2-Year Renewal Option of Auditor**

Ms. Dailey explained the renewal option. Mr. Hamilton indicated there had been some problems with the audit, but he was okay with the agreement being renewed.

A **motion** was made by Mrs. Pattison, seconded by Mr. Franz and passed unanimously approving the 2-year renewal option with the auditor, Berger, Toombs, Elam, Gaines & Frank.

## **L. ADMINISTRATIVE MATTERS**

### **1. Manager’s Report**

Financials – Ms. Dailey went over the financial information and Mr. Hammond added that the District was in better shape than projected.

Ms. Dailey indicated that the next meeting was scheduled for December 17, 2018. Due to the holidays and no pressing matters, it was the consensus of the Board to cancel the December meeting.

Ms. Dailey then advised that the next meeting would take place on January 21, 2019.

## 2. Engineer's Report

Mr. Evans stated that he was in the process of getting the lakes turned over and the proper deeds prior to the turnover.

Mr. Evans indicated that he would obtain a quote for the vacuuming of pipes, where necessary, in the most recent analysis. He estimated a contract for doing such with Sewer Viewer would be about \$15,000. It was the consensus of the Board to move forward with the project.

## 3. Field Inspector Report

Mr. Hirniak gave an overview of the lake conditions and stated that they were improving in respect to algae, particularly near the 10<sup>th</sup> hole of the golf course. He added that residents may see floating and dead plant material due to treatments and that this was a normal process. Mr. Hirniak advised that he had met with several residents over the past month to handle their concerns.

Mr. Gordish noted that he and Mr. Hirniak had met with Clarke and that there was some concern that the ponds were being treated with chemicals that had restrictions for irrigation. Mr. Hammond suggested revisiting with the contractors at some point at a future meeting.

## M. BOARD MEMBER COMMENTS

There were no Board Member comments but Mr. Aycock thanked the Board for Mr. Evans' assistance on the drainage issues in Marina Bay.

Mr. Myers advised that the ACOE permit for the 8.5 acre wetland area in the Arborwood preserve had been received.

## N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Carr, seconded by Mr. Franz and passed unanimously to adjourn the Regular Board Meeting at 10:40 a.m.

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Secretary/Assistant Secretary

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Chair/Vice-Chair



**RESOLUTION NO. 2019-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE REVISED FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Arborwood Community Development District (“District”) hereby approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Emergency Management requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** That execution of the attached revised Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

**PASSED, ADOPTED and EFFECTIVE** this 21 day of January, 2019.

**ATTEST:**

**ARBORWOOD  
COMMUNITY DEVELOPMENT DISTRICT,  
FLORIDA**

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

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



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT  
Governor

WESLEY MAUL  
Director

### STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

#### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## ARTICLE II.

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

## ARTICLE III.

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### ARTICLE IV.

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### **ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

#### ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

## **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original



Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

#### **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

#### **ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
County Attorney



**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

\_\_\_\_\_  
SCHOOL DISTRICT,  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

\_\_\_\_\_  
SPECIAL DISTRICT,  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:

BOARD OF TRUSTEES OF

\_\_\_\_\_  
AUTHORITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

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ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_  
TRIBE OF FLORIDA

By: \_\_\_\_\_  
Council Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ARBORWOOD  
\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT,  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

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

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: \_\_\_\_\_ Community Development District

Mailing Address: c/o Special District Services, Inc.

2501A Burns Road, Palm Beach Gardens, FL 33410

#### **Authorized Representative Contact Information Primary**

#### Authorized Representative

Name: Todd R. Wodraska

Title: District Manager

Address: 2501A Burns Road, Palm Beach Gardens, FL 33410

Day Phone: 561-630-4922

Night Phone: \_\_\_\_\_

Facsimile: 561-630-4923

Email: twodraska@sdsinc.org

#### 1<sup>st</sup> Alternate Authorized Representative

Name: Peter L. Pimentel

Title: District Manager

Address: 2501A Burns Road, Palm Beach Gardens, FL 33410

Day Phone: 561-630-4922

Night Phone: \_\_\_\_\_

Facsimile: 561-630-4923

Email: ppimentel@sdsinc.org

#### 2<sup>nd</sup> Alternate Authorized Representative

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

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

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

Day Phone: \_\_\_\_\_

Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

**\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\***



**SAMPLE AUTHORIZING RESOLUTION  
FOR ADOPTION OF  
STATEWIDE MUTUAL AID AGREEMENT**

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

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

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

I certify that the foregoing is an accurate copy of the Resolution adopted by \_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**STATEWIDE MUTUAL AID AGREEMENT**  
**Type or print all information except signatures**  
**Form B**

**PART I****TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS	Mission No:	
		(local)				
Point of Contact:		Telephone No:		E-mail address:		
Requesting Party:		Assisting Party:				
Incident Requiring Assistance:						
Type of Assistance/Resources Needed (use Part IV for additional space)						
Date & Time Resources Needed:		Location (address):				
Approximated Date/Time Resources Released:						
Authorized Official's Name:		Signature:				
Title:		Agency:				

**PART II****TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes <input type="checkbox"/>	(Provide information on attached Part IV)		No <input type="checkbox"/>	
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

**PART III****TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
Signature:		Agency:	

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**  
Type or print all information except signatures  
Form B (continued)

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

# FEMA's SCHEDULE OF EQUIPMENT RATES

## DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	\$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	\$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	\$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	\$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	\$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	\$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	\$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	\$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	\$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	\$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	\$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	\$80.00
8040	Ambulance			to 150		hour	\$25.50
8041	Ambulance			to 210		hour	\$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	\$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	\$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	\$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	\$29.00
8070	Automobile			to 130	Transporting people.	mile	\$0.50
8071	Automobile			to 130	Transporting cargo.	hour	\$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	\$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	\$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	\$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$300.00

**FEMA's SCHEDULE OF EQUIPMENT RATES**

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	\$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	\$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	\$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	\$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	\$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	\$0.65
8420	Breaker, Pavement			to 70		hour	\$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	\$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	\$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	\$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	\$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	\$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	\$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	\$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	\$13.50
8180	Bus			to 150		hour	\$20.00
8181	Bus			to 210		hour	\$23.00
8182	Bus			to 300		hour	\$27.00
8190	Chain Saw	Bar Length	16 in			hour	\$1.75
8191	Chain Saw	Bar Length	25 in			hour	\$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	\$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	\$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	\$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$21.50
8220	Compactor			to 10		hour	\$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	\$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	\$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	\$29.00
8225	Compactor, Sanitation			to 300		hour	\$96.00
8226	Compactor, Sanitation			to 400		hour	\$163.00
8227	Compactor, Sanitation			to 535		hour	\$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	\$7.50

**FEMA's SCHEDULE OF EQUIPMENT RATES**

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	\$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	\$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	\$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	\$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	\$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$25.00
8250	Dozer, Crawler			to 75		hour	\$31.00
8251	Dozer, Crawler			to 105		hour	\$40.00
8252	Dozer, Crawler			to 160		hour	\$65.00
8253	Dozer, Crawler			to 250		hour	\$80.00
8254	Dozer, Crawler			to 360		hour	\$135.00
8255	Dozer, Crawler			to 565		hour	\$250.00
8256	Dozer, Crawler			to 850		hour	\$340.00
8260	Dozer, Wheel			to 300		hour	\$55.00
8261	Dozer, Wheel			to 400		hour	\$110.00
8262	Dozer, Wheel			to 500		hour	\$150.00
8263	Dozer, Wheel			to 625		hour	\$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$400.00
8240	Feeder, Grizzly			to 35		hour	\$17.00
8241	Feeder, Grizzly			to 55		hour	\$30.00
8242	Feeder, Grizzly			to 75		hour	\$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	\$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	\$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	\$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	\$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	\$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	\$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	\$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	\$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	\$85.00

**FEMA's SCHEDULE OF EQUIPMENT RATES**

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	\$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	\$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	\$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	\$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	\$500.00
8755	Golf Cart	Capacity	2 person			hour	\$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	\$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	\$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	\$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	\$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	\$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	\$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	\$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	\$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	\$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	\$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	\$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	\$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	\$22.00
8401	Loader, Tractor, Wheel			to 81		hour	\$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	\$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	\$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	\$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	\$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	\$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	\$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	\$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	\$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	\$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	\$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	\$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	\$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	\$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	\$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	\$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	\$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	\$15.25
8075	Motorcycle, Police					mile	\$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	\$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	\$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	\$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$140.00
8436	Pick-up, Asphalt			to 110		hour	\$55.00
8437	Pick-up, Asphalt			to 150		hour	\$83.00
8438	Pick-up, Asphalt			to 200		hour	\$110.00
8439	Pick-up, Asphalt			to 275		hour	\$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$10.25

**FEMA's SCHEDULE OF EQUIPMENT RATES**

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	\$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	\$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	\$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	\$18.50
8470	Pump			to 4	Does not include Hoses.	hour	\$2.15
8471	Pump			to 6	Does not include Hoses.	hour	\$3.20
8472	Pump			to 10	Does not include Hoses.	hour	\$4.10
8473	Pump			to 15	Does not include Hoses.	hour	\$7.75
8474	Pump			to 25	Does not include Hoses.	hour	\$9.25
8475	Pump			to 40	Does not include Hoses.	hour	\$16.00
8476	Pump			to 60	Does not include Hoses.	hour	\$18.75
8477	Pump			to 95	Does not include Hoses.	hour	\$26.50
8478	Pump			to 140	Does not include Hoses.	hour	\$31.00
8479	Pump			to 200	Does not include Hoses.	hour	\$36.00
8480	Pump			to 275	Does not include Hoses.	hour	\$80.00
8481	Pump			to 350	Does not include Hoses.	hour	\$95.00
8482	Pump			to 425	Does not include Hoses.	hour	\$120.00
8483	Pump			to 500	Does not include Hoses.	hour	\$135.00
8484	Pump			to 575	Does not include Hoses.	hour	\$155.00
8485	Pump			to 650	Does not include Hoses.	hour	\$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	\$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	\$23.00
8513	Saw, Rock			to 100		hour	\$30.00
8514	Saw, Rock			to 200		hour	\$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	\$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	\$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	\$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	\$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	\$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	\$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	\$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	\$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	\$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	\$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	\$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	\$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	\$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	\$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	\$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	\$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	\$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	\$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	\$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	\$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	\$3.35
8157	Sweeper, Pavement			to 110		hour	\$59.00
8158	Sweeper, Pavement			to 230		hour	\$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	\$8.00



**FEMA's SCHEDULE OF EQUIPMENT RATES**

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	\$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	\$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	\$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	\$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	\$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	\$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	\$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	\$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	\$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	\$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	\$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	\$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	\$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	\$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	\$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	\$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	\$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	\$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	\$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	\$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	\$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	\$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	\$55.00
8800	Truck, Pickup				Transporting people.	mile	\$0.50
8801	Truck, Pickup		½ ton			hour	\$14.00
8802	Truck, Pickup		1 ton			hour	\$20.00
8803	Truck, Pickup		1¼ ton			hour	\$22.00
8804	Truck, Pickup		1½ ton			hour	\$25.00
8805	Truck, Pickup		1¾ ton			hour	\$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	\$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	\$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	\$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	\$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	\$42.00
8620	Tub Grinder			to 440		hour	\$85.00
8621	Tub Grinder			to 630		hour	\$120.00
8622	Tub Grinder			to 760		hour	\$150.00
8623	Tub Grinder			to 1000		hour	\$270.00
8753	Vehicle, Recreational			to 10		hour	\$3.00
8750	Vehicle, Small			to 30		hour	\$7.00
8761	Vibrator, Concrete			to 4		hour	\$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$22.00



January 8, 2019

Ms. Kathleen Dailey, District Manager  
Arborwood Community Development District  
27499 Riverview Center Blvd. #253  
Bonita Springs, FL 34134

RE: Arborwood Preserve Phase 2B Plat- Revised

Dear Ms. Dailey:

WCI Communities, LLC ("WCI") is hereby submitting for the District's consideration and acceptance, the subdivision plat titled **Arborwood Preserve Phase 2B**. I have enclosed the following materials: a copy of the preliminary Phase 2B plat; a current master site plan; and a draft Mortgagee's Consent. WCI is submitting the plat to the District pursuant to the True Up Agreement between the District and WCI.

The Phase 2B plat is a replat of Tracts FD-1, Tract LK-14, Lots 41 & 42 and portions of Tracts OS-5 and LK-10 which were part of the previously approved Phase 2A plat. This plat contains one multi-family tract (MF-1) and the replat of Lots 41 & 42, now as Lots 1 & 2, and 4 common area tracts. The Tract MF-1 is proposed to have 23-4plex condominium buildings, for a total of 92 units, however, the Phase 2 B plat does not show the condominium buildings. That will be done by the recording of a Declaration of Condominium at a later time. There are no easement dedications to the ACDD. The development is a continuation of product being constructed in our Phase 1 plat area. The Arborwood Preserve Property Owners Association will be responsible for the common elements within the plat area.

The True Up Agreement between the District and WCI requires the developer to submit its plats to the District to ensure that the Series 2014 Bond debt assigned per ERU is not increased above that in the 2014 Assessment Liens. The True Up Agreement specifies that the Total Assessable ERUs are 611.73. The true up calculation for the combined Phase 1, Phase 2A, Phase 2C plats and the proposed development of Phase 2B (proposed 4-plex MF site) will have 598.7 ERUs. Which is a short fall of 13.03 ERUs which equates to a True Up payment required by the developer of \$346,128. This is the same amount that was calculated for the True Up

payment calculated for the Phase 2A plat and was paid by the developer to the District in August. No further true up payment is required at this time.

It would be appreciated if you schedule the consideration of the Arborwood Preserve Phase 2B plat at the next available District Board meeting. I have taken the liberty to copy the District's counsel, engineer and bond underwriter on this package. Should there be any questions or requests for more information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "David Caldwell". The signature is fluid and cursive, with the first name "David" and last name "Caldwell" clearly legible.

David Caldwell

Manager CCD/HOA

Enc.

CC: Wes Haber, Esq.

Josh Evans, PE

Scott Campbell

Michael McElligott

# ARBORWOOD PRESERVE, PHASE 2B

A REPLAT OF LOTS 41, 42 AND TRACTS LK-14 AND FD-1, ALSO PARTS OF TRACTS OS-5 AND LK-10  
 ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT 2018000177984, PUBLIC RECORDS OF LEE COUNTY, FLORIDA  
 LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 1 OF 4



**ENGINEERING**  
 4983 ROYAL GULF CIRCLE  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 DONALD G. MILLER, P.S.M. LS 6674

**DEDICATIONS**

KNOW ALL MEN BY THESE PRESENTS THAT WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREIN, HAS CAUSED THIS PLAT OF ARBORWOOD PRESERVE, PHASE 2B, A REPLAT OF LOTS 41 AND 42, TRACTS LK-14 AND FD-1 AND PARTS OF TRACTS OS-5 AND LK-10, ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT 2018000177984, PUBLIC RECORDS LEE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FORT MYERS, LEE COUNTY, FLORIDA TO BE MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

- 1) TO THE ARBORWOOD PRESERVE PROPERTY OWNERS ASSOCIATION, INC. ITS SUCCESSORS AND ASSIGNS,
  - A. ALL THAT PORTION OF THE ROAD RIGHTS-OF-WAY (R.O.W.) HEREIN REFERRED TO AS TRACT R-5A FOR THE PURPOSES OF ACCESS, INSTALLATION, REPAIR AND MAINTENANCE OF THE ROAD, SUBJECT TO THE DEDICATION OF THE ACCESS EASEMENT (A.E.), DRAINAGE EASEMENT (D.E.), PUBLIC UTILITY EASEMENT (P.U.E.) AND IRRIGATION EASEMENT (I.E.) ACROSS, OVER AND UNDER SAID TRACT R-5A TO THE CITY OF FORT MYERS AND THE ARBORWOOD PRESERVE PROPERTY OWNERS ASSOCIATION, INC. AND PROVIDE FOR SUCH SERVICES FOR THE PURPOSES OF ACCESS, INSTALLATION, REPAIR AND MAINTENANCE OF THEIR RESPECTIVE FACILITIES.
  - B. THE LAKE TRACTS AS SHOWN HEREON AS TRACTS LK-10A AND LK-14A, ALL DRAINAGE EASEMENTS (D.E.), ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AND ALL IRRIGATION EASEMENTS (I.E.) AS LABELED HEREIN FOR THE PURPOSES OF ACCESS TO, INSTALLATION OF, AND THE MAINTENANCE AND REPAIR OF ITS DRAINAGE AND IRRIGATION FACILITIES LYING WITHIN SAID LAKE TRACTS, DRAINAGE EASEMENTS, LAKE MAINTENANCE EASEMENTS AND IRRIGATION EASEMENTS FOR WATER MANAGEMENT, LAKE MAINTENANCE, AND IRRIGATION SERVICES WITH RESPONSIBILITY FOR MAINTENANCE.
  - C. THE OPEN SPACE TRACT AS SHOWN HEREON, TRACT OS-5A, IS FOR THE PURPOSE OF ACCESS, OPERATION AND MAINTENANCE THEREOF.
- 2) TO THE CITY OF FORT MYERS,
  - A. AN ACCESS EASEMENT (A.E.), DRAINAGE EASEMENT (D.E.), AND PUBLIC UTILITY EASEMENT (P.U.E.) ACROSS OVER AND UNDER TRACT R-5 AS SHOWN HEREON AND PROVIDE FOR SUCH SERVICES FOR THE PURPOSES OF ACCESS, INSTALLATION, REPAIR AND MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITH NO RESPONSIBILITY OF MAINTENANCE THEREOF IN TRACT R-5.
- 3) TO THE CITY OF FORT MYERS, LEE COUNTY, AND ALL PROVIDERS OF EMERGENCY SERVICES; A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) ACROSS, OVER AND UNDER THE ROAD RIGHTS-OF-WAY (R.O.W.) AS SHOWN HEREON AS TRACT RD-5 FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES AND GOVERNMENTAL SERVICES.
- 4) TO THE RESPECTIVE GOVERNMENTAL AGENCIES AND LICENSED PRIVATE UTILITIES HAVING THE AUTHORITY TO PROVIDE FOR SUCH SERVICES ALL EASEMENTS HEREIN LABELED PUBLIC UTILITY EASEMENT (P.U.E.), FOR THE PURPOSES OF INSTALLATION, REPAIR, MAINTENANCE AND OPERATION OF THEIR RESPECTIVE UTILITIES FOR WHICH THEY HAVE THE AUTHORITY TO PROVIDE, INCLUDING BUT NOT LIMITED TO WATER, SEWER, IRRIGATION, STREET LIGHTS, ELECTRIC, GAS, CABLE TELEVISION AND TELEPHONE. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- 5) TRACT MF-1 IS RESERVED FOR FUTURE DEVELOPMENT.

IN WITNESS WHEREOF, WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS VICE PRESIDENT.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

WITNESS 1 \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

BY: WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS 2 \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DARIN MCMURRAY, VICE PRESIDENT

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT HEREBY ACKNOWLEDGES ACCEPTANCE OF THE DRAINAGE OF ALL THE LANDS CONTAINED WITHIN THIS PLAT AS PERMITTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

WITNESSES AS TO BOTH \_\_\_\_\_

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

BY: WITNESS 1 \_\_\_\_\_

CHAIRMAN

PRINTED NAME \_\_\_\_\_

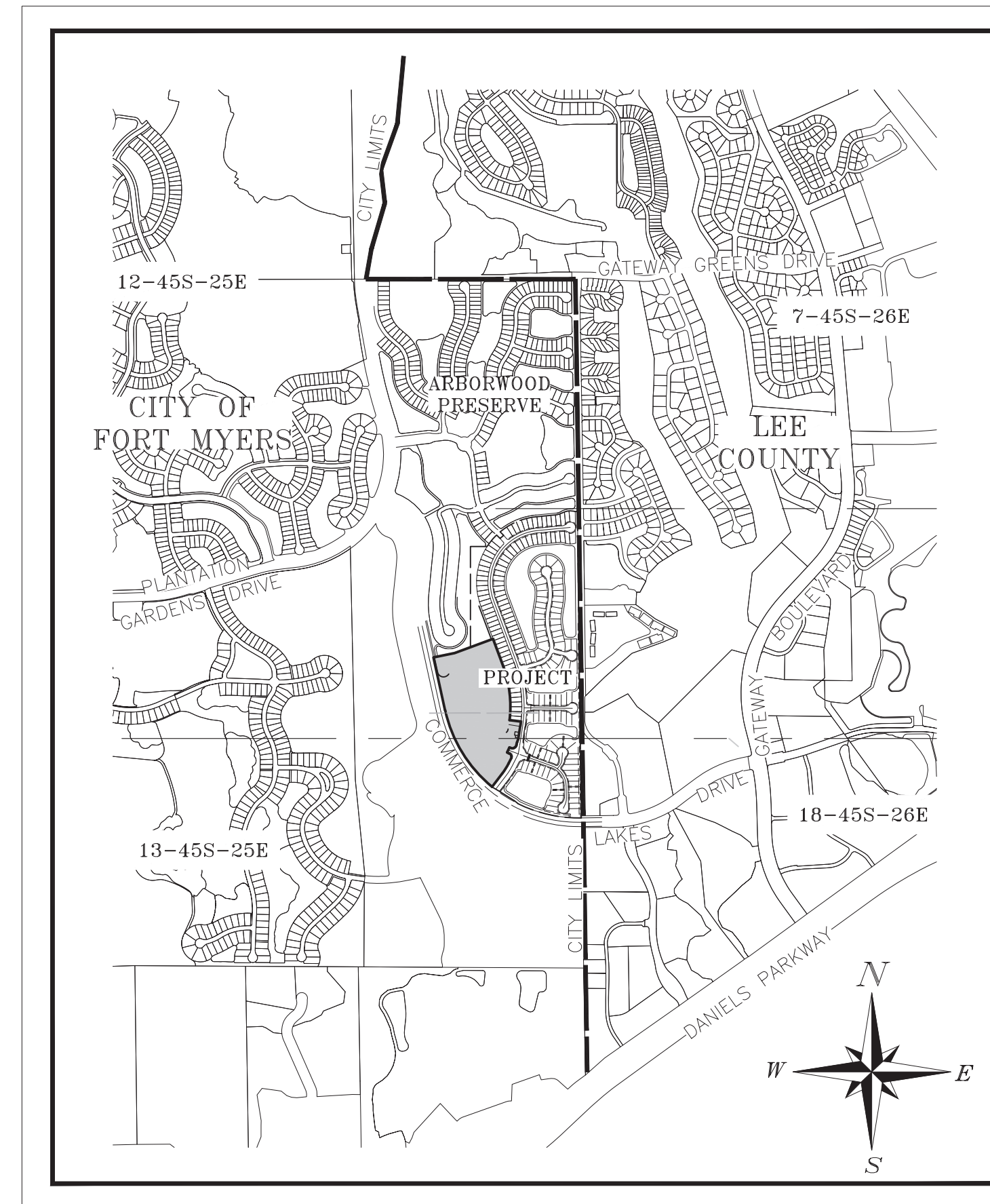
CHAIRMAN PRINTED NAME \_\_\_\_\_

BY: WITNESS 1 \_\_\_\_\_

SECRETARY

PRINTED NAME \_\_\_\_\_

SECRETARY PRINTED NAME \_\_\_\_\_



**LOCATION MAP**

NOT TO SCALE

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY DARIN MCMURRAY, VICE PRESIDENT OF WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER FOR THE USES AND PURPOSES THEREIN MENTIONED AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC, STATE OF FLORIDA \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA COUNTY OF LEE

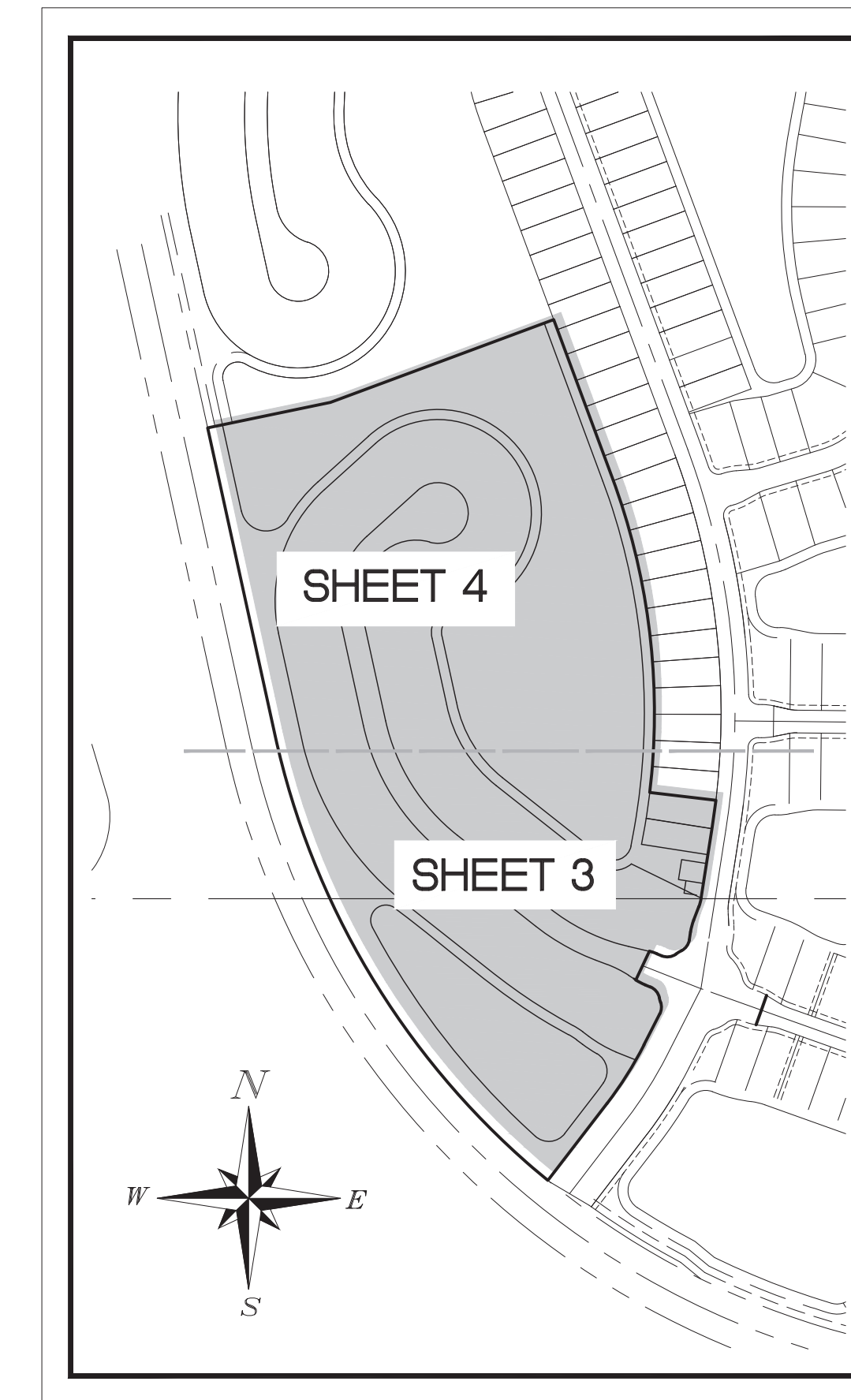
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_ CHAIRMAN OF ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, ON BEHALF OF SAID DISTRICT. THEY ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_



**SHEET KEY MAP**

SCALE 1" = 300'

**NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.**

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_ SECRETARY OF ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, ON BEHALF OF SAID DISTRICT. THEY ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**TOTAL AREA**

1,031,971 SQUARE FEET OR 23.69 ACRES, MORE OR LESS.

**APPROVALS**

CITY OF FORT MYERS, FLORIDA  
 A MUNICIPAL CORPORATION

THIS PLAT IS ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, IN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF FORT MYERS, FLORIDA.  
 ATTEST:

BY:

RANDALL P. HENDERSON, JR., MAYOR GWEN CARLISLE, MMC, CITY CLERK

BY:

SAEED KAZEMI, P.E. CITY MANAGER

**APPROVED AS TO FORM:**

ON BEHALF OF THE CITY OF FORT MYERS I HAVE REVIEWED THE ATTACHED PLAT OF ARBORWOOD PRESERVE, PHASE 2B, A REPLAT OF LOTS 41 AND 42, TRACTS LK-14 AND FD-1 AND PARTS OF TRACTS OS-5 AND LK-10, ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT NUMBER 2018000177984, PUBLIC RECORDS LEE COUNTY, FLORIDA LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FORT MYERS, LEE COUNTY, FLORIDA AND FIND IT COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

DENIS J. O'CONNELL, JR., PSM \_\_\_\_\_ DATE \_\_\_\_\_  
 FLORIDA CERTIFICATE NO. LS 5430

**CLERK OF COURT CERTIFICATION**

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARBORWOOD PRESERVE, PHASE 2B, A REPLAT OF LOTS 41 AND 42, TRACTS LK-14 AND FD-1 AND PARTS OF TRACTS OS-5 AND LK-10, ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT NUMBER 2018000177984, PUBLIC RECORDS LEE COUNTY, FLORIDA LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FORT MYERS, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT \_\_\_\_\_ M. THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, AND DULY RECORDED AS INSTRUMENT NO. \_\_\_\_\_ IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LINDA DOGGETT  
 CLERK OF THE CIRCUIT COURT  
 IN AND FOR LEE COUNTY, FLORIDA

**PREPARING SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARBORWOOD PRESERVE, PHASE 2B, A REPLAT OF LOTS 41 AND 42, TRACTS LK-14 AND FD-1 AND PARTS OF TRACTS OS-5 AND LK-10, ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT NUMBER 201800017984, PUBLIC RECORDS LEE COUNTY, FLORIDA LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FORT MYERS, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THE PERMANENT REFERENCE MONUMENTS (PRM) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONALD G. MILLER, FLORIDA PROFESSIONAL SURVEYOR & MAPPER \_\_\_\_\_ DATE \_\_\_\_\_  
 CERTIFICATE # 6674  
 RWA, INC., FLORIDA CERTIFICATE OF AUTHORIZATION LB 6952

January 7, 2019 4:02 PM A:\2014\140222\10\01 Arborwood Preserve PH2B\_ML\020 Submission Printing\001\PL 001.dwg

# ARBORWOOD PRESERVE, PHASE 2B

A REPLAT OF LOTS 41, 42 AND TRACTS LK-14 AND FD-1, ALSO PARTS OF TRACTS OS-5 AND LK-10  
 ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT 2018000177984, PUBLIC RECORDS OF LEE COUNTY, FLORIDA  
 LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



4983 ROYAL GULF CIRCLE  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 DONALD G. MILLER, PSM LS 6674

LEGAL DESCRIPTION:

THE FOLLOWING PROPERTY DESCRIBED IS ALL OF TRACT FD-1, TRACT LK-14, LOT 41 AND 42, BLOCK J AND PARTS OF TRACT LK-10 AND OS-5 OF ARBORWOOD PRESERVE, PHASE 2A AS RECORDED IN INSTRUMENT NUMBER 2018000177984 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 40, BLOCK J, ARBORWOOD PRESERVE, PHASE 2A AS RECORDED IN INSTRUMENT NUMBER 2018000177984 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 40, S 83°14'24" E A DISTANCE OF 132.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ARBOR TRACT DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF ARBOR TRACT DRIVE ON FOLLOWING TWENTY (20) COURSES AND DISTANCES:

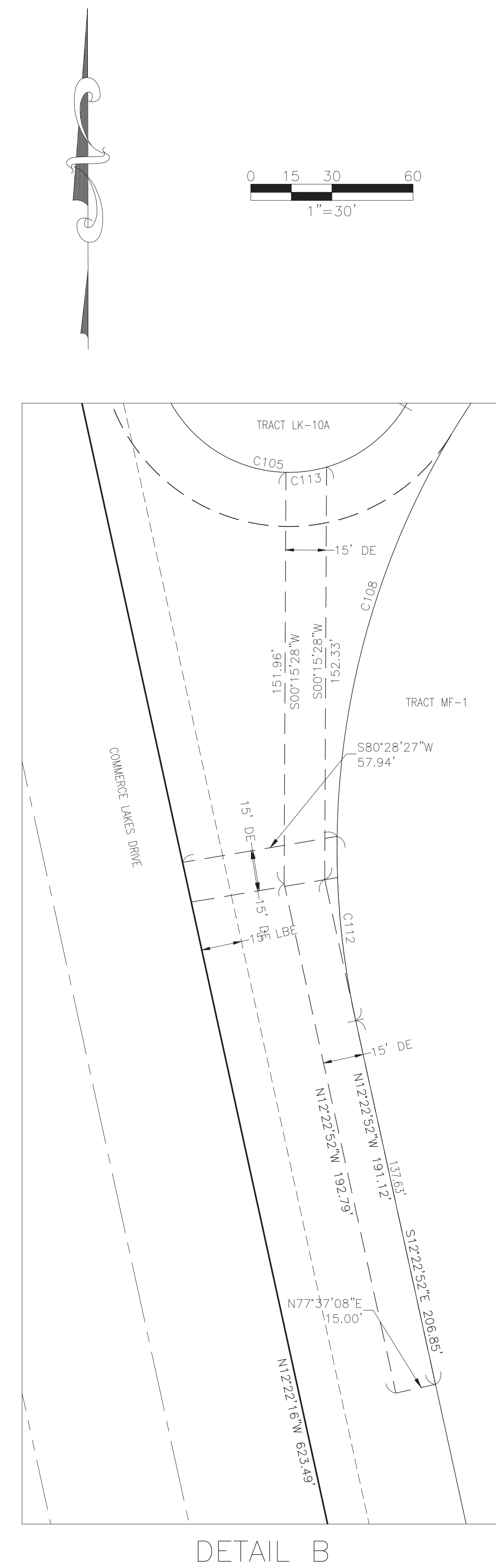
- 1) ALONG A CURVE TURNING TO THE LEFT THRU A CENTRAL ANGLE OF 02°50'13" AND AN ARC LENGTH OF 55.36 FEET, HAVING A RADIUS OF 1472.50 FEET AND WHOSE CHORD BEARS S 07°50'13" W FOR A DISTANCE OF 55.35 FEET;
- 2) S 08° 54' 50" W FOR A DISTANCE OF 140.52 FEET;
- 3) ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12° 00' 00" AND AN ARC LENGTH OF 17.70 FEET, HAVING A RADIUS OF 84.50 FEET, AND WHOSE CHORD BEARS S 14° 54' 50" W FOR A DISTANCE OF 17.67 FEET;
- 4) S 20° 54' 50" W FOR A DISTANCE OF 28.66 FEET;
- 5) ALONG A CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 00' 00" AND AN ARC LENGTH OF 24.19 FEET, HAVING A RADIUS OF 115.50 FEET, AND WHOSE CHORD BEARS S 14° 54' 50" W FOR A DISTANCE OF 24.15 FEET;
- 6) S 08° 54' 50" W FOR A DISTANCE OF 15.68 FEET;
- 7) ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53° 47' 58" AND AN ARC LENGTH OF 27.70 FEET, HAVING A RADIUS OF 29.50 FEET, AND WHOSE CHORD BEARS S 35° 48' 49" W FOR A DISTANCE OF 26.69 FEET;
- 8) ALONG A CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 35' 00" AND AN ARC LENGTH OF 12.66 FEET, HAVING A RADIUS OF 84.50 FEET, AND WHOSE CHORD BEARS S 58° 25' 18" W FOR A DISTANCE OF 12.65 FEET;
- 9) ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58° 14' 02" AND AN ARC LENGTH OF 29.98 FEET, HAVING A RADIUS OF 29.50 FEET, AND WHOSE CHORD BEARS S 83° 14' 49" W FOR A DISTANCE OF 28.71 FEET;
- 10) N 67° 38' 10" W FOR A DISTANCE OF 10.10 FEET;
- 11) ALONG A CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 08° 00' 52" AND AN ARC LENGTH OF 15.70 FEET, HAVING A RADIUS OF 112.24 FEET, AND WHOSE CHORD BEARS N 71° 38' 36" W FOR A DISTANCE OF 15.69 FEET;
- 12) S 25° 12' 45" W FOR A DISTANCE OF 62.77 FEET;
- 13) ALONG A CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 10° 36' 35" AND AN ARC LENGTH OF 20.83 FEET, HAVING A RADIUS OF 112.50 FEET, AND WHOSE CHORD BEARS S 62° 26' 19" E FOR A DISTANCE OF 20.80 FEET;
- 14) S 67° 43' 51" E FOR A DISTANCE OF 11.12 FEET;
- 15) ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55° 33' 19" AND AN ARC LENGTH OF 28.60 FEET, HAVING A RADIUS OF 29.50 FEET, AND WHOSE CHORD BEARS S 39° 57' 12" E FOR A DISTANCE OF 27.50 FEET;
- 16) ALONG A CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 34' 59" AND AN ARC LENGTH OF 9.71 FEET, HAVING A RADIUS OF 84.50 FEET, AND WHOSE CHORD BEARS S 15° 28' 02" E FOR A DISTANCE OF 9.70 FEET;
- 17) ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 45° 47' 01" AND AN ARC LENGTH OF 23.57 FEET, HAVING A RADIUS OF 29.50 FEET, AND WHOSE CHORD BEARS S 04° 08' 00" W FOR A DISTANCE OF 22.95 FEET;
- 18) S 27° 01' 30" W FOR A DISTANCE OF 68.79 FEET;
- 19) ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10° 30' 43" AND AN ARC LENGTH OF 137.60 FEET, HAVING A RADIUS OF 750.00 FEET, AND WHOSE CHORD BEARS S 32° 16' 52" W FOR A DISTANCE OF 137.41 FEET;
- 20) S 37°32'13" W FOR A DISTANCE OF 191.99 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COMMERCE LAKES DRIVE (OFFICIAL RECORD 4846, PAGE 4127); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO (2) COURSES AND DISTANCES:
  - 1) ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°16'28" AND AN ARC LENGTH OF 1053.46 FEET, HAVING A RADIUS OF 1577.00 FEET, AND WHOSE CHORD BEARS N 31°30'32" W FOR A DISTANCE OF 1033.98 FEET;
  - 2) N 12°22'16" W FOR A DISTANCE OF 623.49;

THENCE ALONG THE SOUTHERLY LINE OF TRACTS OS-1 AND LK-10, ARBORWOOD PRESERVE, PHASE 1 (INSTRUMENT NUMBER 2015000246323), N 78°17'12" E FOR A DISTANCE OF 248.51 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF TRACT LK-10, N 69°40'02" E FOR A DISTANCE OF 471.68 FEET TO THE WESTERLY LINE OF ARBORWOOD PRESERVE, PHASE 2A, BLOCK J (INSTRUMENT NUMBER 2018000177984); THENCE ALONG SAID WESTERLY LINE, S 20°19'58" E FOR A DISTANCE OF 333.75 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE ALONG A CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°05'37" AND AN ARC LENGTH OF 633.87 FEET, HAVING A RADIUS OF 1340.50 FEET, AND WHOSE CHORD BEARS S 06°47'11" E FOR A DISTANCE OF 627.98 FEET TO THE POINT OF BEGINNING.;

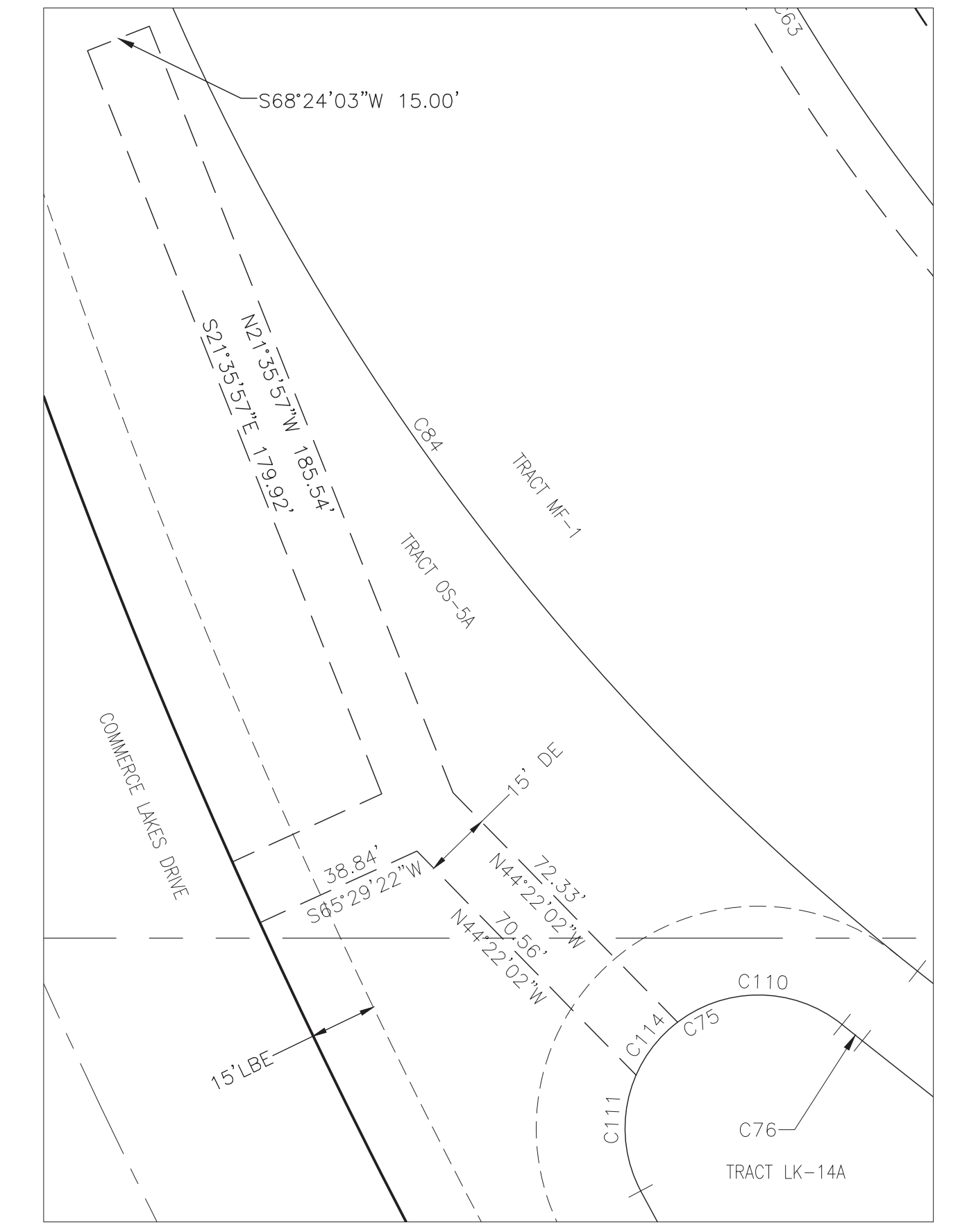
CONTAINING 1,031,971 SQUARE FEET OR 23.69 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE PLAT OF ARBORWOOD PRESERVE, PHASE 2A AS RECORDED IN INSTRUMENT NUMBER 2018000177984 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.

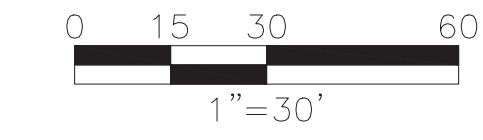
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C75	82.18'	30.00'	156°57'39"	N50°24'48"E	58.79'
C76	5.84'	587.50'	0°34'09"	S51°23'27"E	5.84'
C110	39.89'	30.00'	76°10'31"	N89°11'38"W	37.01'
C111	27.00'	30.00'	51°34'25"	S02°16'48"E	26.10'
C113	15.20'	50.00'	17°24'46"	N82°32'14"E	15.14'
C114	15.30'	30.00'	29°12'42"	S38°06'45"W	15.13'



DETAIL B



DETAIL A



January 7, 2019 4:02 PM K:\2014\146032310\01 Arborwood Preserve Phase 2A\DWG\Arborwood\_Preserve\2019\1001.dwg

# ARBORWOOD PRESERVE, PHASE 2B

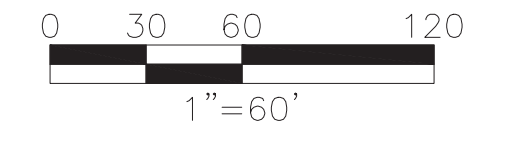
A REPLAT OF LOTS 41, 42 AND TRACTS LK-14 AND FD-1, ALSO PARTS OF TRACTS OS-5 AND LK-10  
 ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT 2018000177984, PUBLIC RECORDS OF LEE COUNTY, FLORIDA  
 LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER

SHEET 3 OF 4



4983 ROYAL GULF CIRCLE  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 DONALD G. MILLER, PSM LS 6674

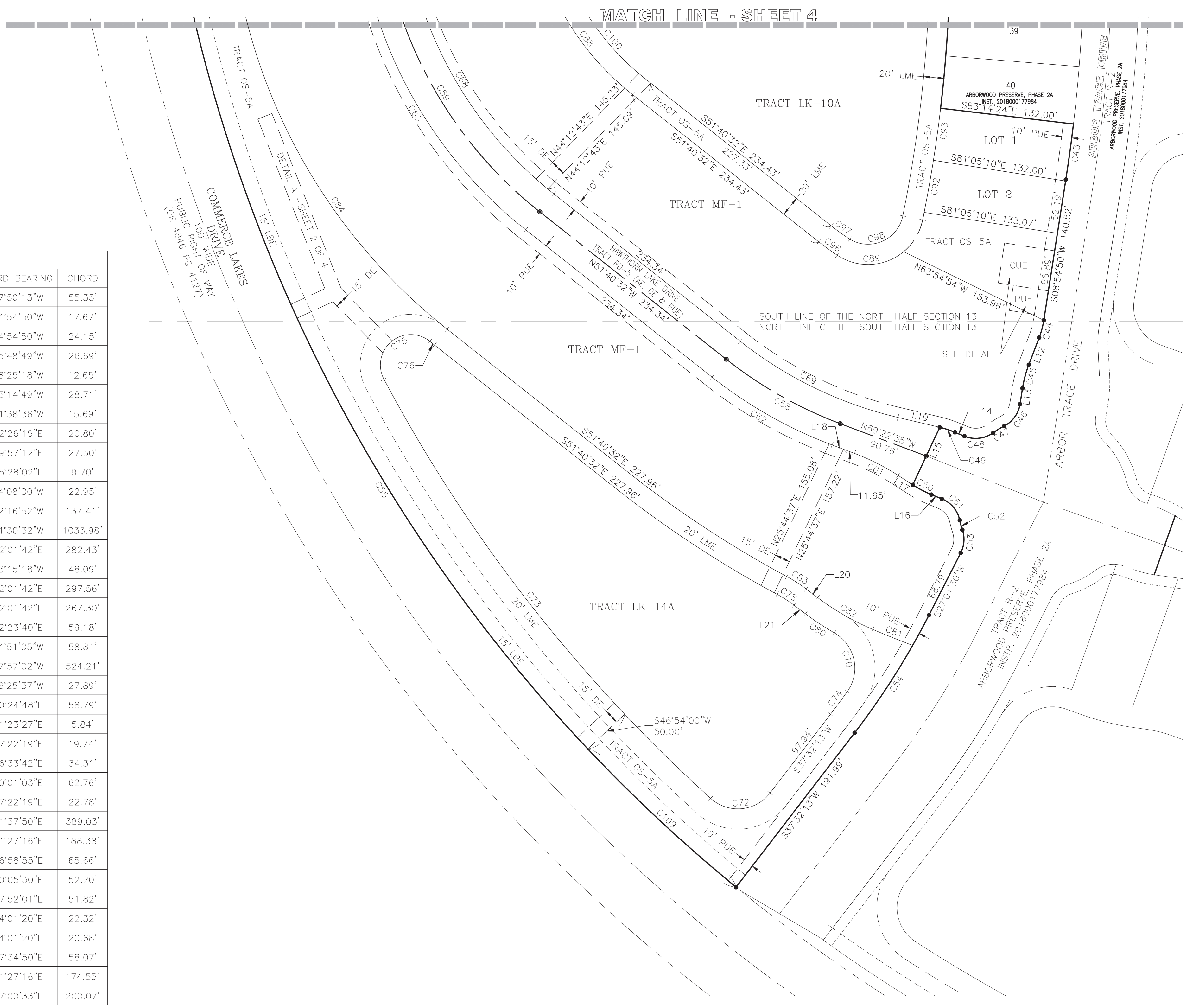
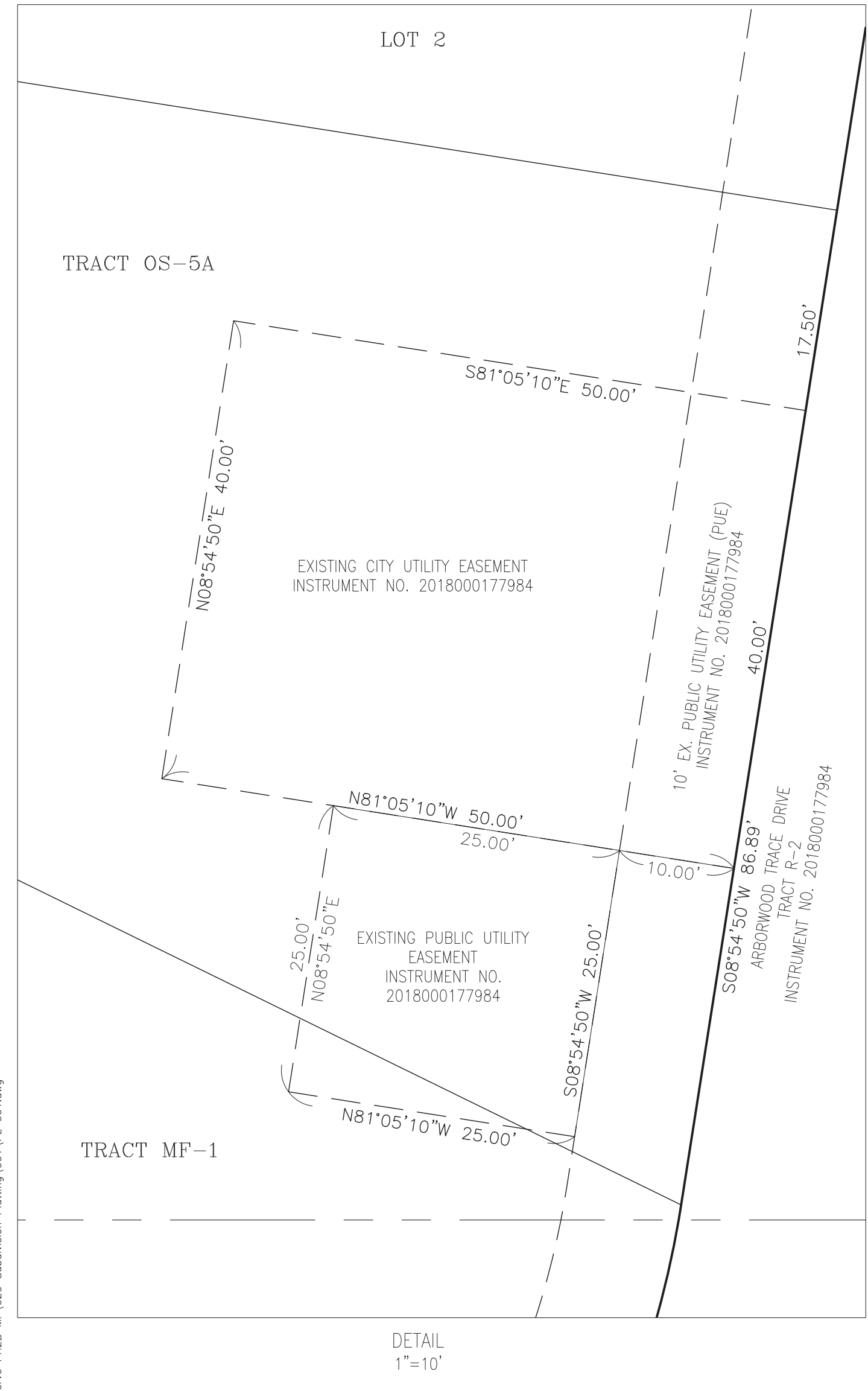


LEGEND AND ABBREVIATIONS:

- |  |   |
|--|---|
| AE OR A.E. = ACCESS EASEMENT   | ● = SET 5/8" IRON PIN WITH CAP PRM, RWA LB 6952 |
| ACDD DE = ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT DRAINAGE EASEMENT | ○ = FOUND 5/8" IRON PRM LB6952                  |
| C1 = SEE CURVE TABLE   | ■ = FCM, AS NOTED                               |
| DE OR D.E. = DRAINAGE EASEMENT                                       | ● = SET PK NAIL WITH DISC, PCP RWA INC, LB 6952 |
| E. = EASTING   | ↔ = CHANGE OF DIRECTION                         |
| FCM = FOUND CONCRETE MONUMENT  |   |
| FPRM = FOUND PRM LBS952  |   |
| ID. = IDENTIFICATION   |   |
| IE OR I.E. = IRRIGATION EASEMENT                                     |   |
| INST. = INSTRUMENT   |   |
| LME OR L.M.E. = LAKE MAINTENANCE EASEMENT                            |   |
| LBE OR L.B.E. = LANDSCAPE BUFFER EASEMENT                            |   |
| N. = NORTHING  |   |
| NR = NON-RADIAL LINE   |   |
| OR OR O.R. = OFFICIAL RECORDS BOOK                                   |   |
| PG OR PG. = PAGE   |   |
| PCP = PERMANENT CONTROL POINT LB S952                                |   |
| PRM = PERMANENT REFERENCE MONUMENT                                   |   |
| PUE OR P.U.E. = PUBLIC UTILITY EASEMENT                              |   |
| ROW OR R.O.W. = RIGHT OF WAY   |   |
| SF = SQUARE FEET   |   |
| SPRM = SET PRM LB 6952   |   |
| P.B. = PLAT BOOK   |   |
| CUE = CITY UTILITY EASEMENT  |   |

LINE	BEARING	LENGTH
L12	S20°54'50"W	28.66'
L13	S08°54'50"W	15.68'
L14	N67°38'10"W	10.10'
L15	S25°12'45"W	62.77'
L16	S67°43'51"E	11.12'
L17	S57°08'01"E	17.23'
L18	N69°22'35"W	23.59'
L19	N76°47'11"W	42.36'

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C43	55.36'	1472.50'	2°09'14"	S07°50'13"W	55.35'
C44	17.70'	84.50'	12°00'00"	S14°54'50"W	17.67'
C45	24.19'	115.50'	12°00'00"	S14°54'50"W	24.15'
C46	27.70'	29.50'	53°47'58"	S35°48'49"W	26.69'
C47	12.66'	84.50'	8°35'00"	S58°25'18"W	12.65'
C48	29.98'	29.50'	58°14'02"	S83°14'49"W	28.71'
C49	15.70'	112.24'	8°00'52"	N71°38'36"W	15.69'
C50	20.83'	112.50'	10°36'35"	S62°26'19"E	20.80'
C51	28.60'	29.50'	55°33'19"	S39°57'12"E	27.50'
C52	9.71'	84.50'	6°34'59"	S15°28'02"E	9.70'
C53	23.57'	29.50'	45°47'01"	S04°08'00"W	22.95'
C54	137.60'	750.00'	10°30'43"	S32°16'52"W	137.41'
C55	1053.46'	1577.00'	38°16'28"	N31°30'32"W	1033.98'
C59	288.04'	420.00'	39°17'39"	S32°01'42"E	282.43'
C61	48.18'	225.50'	12°14'33"	N63°15'18"W	48.09'
C63	303.47'	442.50'	39°17'39"	S32°01'42"E	297.56'
C68	272.61'	397.50'	39°17'39"	S32°01'42"E	267.30'
C70	66.62'	40.00'	95°25'23"	S12°23'40"E	59.18'
C72	66.06'	40.00'	94°37'44"	S84°51'05"W	58.81'
C73	526.82'	1527.00'	19°46'02"	N37°57'02"W	524.21'
C74	27.90'	720.00'	2°13'12"	S36°25'37"W	27.89'
C75	82.18'	30.00'	156°57'39"	N50°24'48"E	58.79'
C76	5.84'	587.50'	0°34'09"	S51°23'27"E	5.84'
C78	19.76'	130.00'	8°42'32"	S57°22'19"E	19.74'
C80	34.33'	277.50'	7°05'19"	S56°33'42"E	34.31'
C82	62.92'	257.50'	14°00'00"	S60°01'03"E	62.76'
C83	22.80'	150.00'	8°42'32"	S57°22'19"E	22.78'
C84	397.08'	567.50'	40°05'23"	S31°37'50"E	389.03'
C88	192.34'	272.50'	40°26'32"	S31°27'16"E	188.38'
C89	70.36'	55.00'	73°17'52"	N86°58'55"E	65.66'
C92	52.20'	1342.46'	2°13'41"	N10°05'30"E	52.20'
C93	51.83'	1342.63'	2°12'42"	N07°52'01"E	51.82'
C96	22.32'	272.50'	4°41'38"	S54°01'20"E	22.32'
C97	20.69'	252.50'	4°41'38"	S54°01'20"E	20.68'
C98	68.48'	35.00'	112°06'02"	N67°34'50"E	58.07'
C100	178.23'	252.50'	40°26'32"	S31°27'16"E	174.55'
C109	200.20'	1577.00'	7°16'25"	S47°00'33"E	200.07'



GENERAL NOTES

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL. INDIVIDUAL LOT/TRACT LINE REFERENCES ARE TO THE RIGHT-OF-WAY LINE AND DO NOT REFER TO THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE WEST ZONE (0902).
- NO BUILDINGS, OR PERMANENT STRUCTURES SHALL BE PLACED ON UTILITY EASEMENTS, OR LAKE MAINTENANCE EASEMENTS, EXCEPT DRIVEWAYS, SIDEWALKS, AND SIMILAR SURFACE CONSTRUCTION.

January 7, 2019 4:02 PM K:\2018\140022\1001 Arborwood Preserve PH2B MF100 Submission Plotting\001\PL\_001.dwg

# ARBORWOOD PRESERVE, PHASE 2B

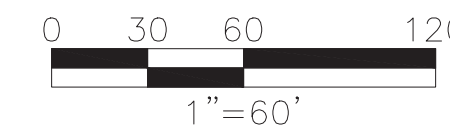
A REPLAT OF LOTS 41, 42 AND TRACTS LK-14 AND FD-1, ALSO PARTS OF TRACTS OS-5 AND LK-10  
 ARBORWOOD PRESERVE, PHASE 2A, INSTRUMENT 2018000177984, PUBLIC RECORDS OF LEE COUNTY, FLORIDA  
 LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 4 OF 4



**RWA**  
**ENGINEERING**  
 4983 ROYAL GULF CIRCLE  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 597-0575 FAX: (239) 597-0578  
 FLORIDA CERTIFICATE OF AUTHORIZATION # LB-6952  
 PREPARED BY  
 DONALD G. MILLER, PSM LS 6674



LINE TABLE		
LINE	BEARING	LENGTH
L22	S77°37'08"W	9.45'
L23	S77°37'08"W	9.45'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C56	633.87'	1340.50'	27°05'35"	S06°47'11"E	627.98'
C60	157.81'	150.00'	60°16'43"	S17°45'29"W	150.63'
C64	181.48'	172.50'	60°16'43"	S17°45'29"W	173.23'
C65	249.14'	60.00'	237°54'36"	N13°08'51"W	105.00'
C66	101.07'	100.00'	57°54'36"	S76°51'09"W	96.82'
C67	134.14'	127.50'	60°16'43"	S17°45'29"W	128.04'
C86	677.16'	185.00'	209°43'17"	S27°14'31"E	357.62'
C87	86.39'	55.00'	90°00'00"	S32°37'08"W	77.78'
C99	734.35'	1320.50'	31°51'47"	N04°24'05"W	724.93'
C101	54.98'	35.00'	90°00'00"	S32°37'08"W	49.50'
C102	750.37'	205.00'	209°43'17"	S27°14'31"E	396.29'
C105	119.31'	50.00'	136°42'49"	S80°43'41"E	92.95'
C106	737.90'	1340.50'	31°32'22"	N04°33'47"W	728.62'
C108	312.96'	297.50'	60°16'25"	N17°45'38"E	298.73'
C112	68.57'	297.50'	13°12'20"	S05°46'43"E	68.42'

- LEGEND AND ABBREVIATIONS:
- AE OR A.E. = ACCESS EASEMENT
  - ACDD DE = ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT DRAINAGE EASEMENT
  - C1 = SEE CURVE TABLE
  - DE OR D.E. = DRAINAGE EASEMENT
  - E. = EASING
  - FCM = FOUND CONCRETE MONUMENT
  - FPRM = FOUND PRM LBS952
  - ID. = IDENTIFICATION
  - IE OR I.E. = IRRIGATION EASEMENT
  - INST. = INSTRUMENT
  - LME OR L.M.E. = LAKE MAINTENANCE EASEMENT
  - LBE OR L.B.E. = LANDSCAPE BUFFER EASEMENT
  - N. = NORTHING
  - NR = NON RADIAL LINE
  - OR OR O.R. = OFFICIAL RECORDS BOOK
  - PG OR PG. = PAGE
  - PCP = PERMANENT CONTROL POINT LB S952
  - PRM = PERMANENT EASEMENT MONUMENT
  - PUE OR P.U.E. = PUBLIC UTILITY EASEMENT
  - ROW OR R.O.W. = RIGHT OF WAY
  - SF = SQUARE FEET
  - SPRM = SET PRM LB 6952
  - P.B. = PLAT BOOK
  - CUE = CITY UTILITY EASEMENT
  - = SET 5/8" IRON PIN WITH CAP PRM, RWA LB 6952
  - = FOUND 5/8" IRON PRM LB6952
  - = FCM, AS NOTED
  - = SET PK NAIL WITH DISC, PCP RWA INC, LB 6952
  - ↔ = CHANGE OF DIRECTION

- GENERAL NOTES
- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
  - ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL, INDIVIDUAL LOT/TRACT LINE REFERENCES ARE TO THE RIGHT-OF-WAY LINE AND DO NOT REFER TO THE RADIAL RELATIONSHIP OF THE REAR OR SIDE LOT/TRACT LINES.
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January 7, 2019 4:02 PM A:\2014\14002210\01 Arborwood Preserve Phase 2B\MP\200 Subdivision Plotting\001\PL 201.dwg

**Arborwood CDD  
Arborwood Preserve- Parcel C**

**True Up Agreement for the 2014 Series Bonds  
Phase 1 Plat**

Product	No. of Units Per True Up Agreement	ERU's Per 6th Supplemental Special	Total ERU's Per Report	No. of Units on Arborwood Preserve Phase 1	Total ERU's Per Phase 1 Plat
		Assessment Report		Plat	
6-plex multifamily	102	0.7	71.4	120	84
4-plex multi-family	168	0.7	117.6	72	50.4
Single Family-46'	107	0.87	93.09	62	53.94
Single Family 52'	267	0.92	245.64	126	115.92
Single Family-67'	75	1.12	84	35	39.2
<b>Totals</b>	<b>719</b>		<b>611.73</b>	<b>415</b>	<b>343.46</b>

**Proposed Phase 2A Plat**

Product	No. of Units Per True Up Agreement	ERU's Per 6th Supplemental Special	Total ERU's Per Report	No. of Units on Arborwood Preserve Phase 2A Plat	Total ERU's Per Phase 2A Plat
		Assessment Report			
6-plex multifamily	102	0.7	71.4	0	0
4-plex multi-family	168	0.7	117.6	0	0
Single Family-46'	107	0.87	93.09	0	0
Single Family 52' (BK K,J & L)	267	0.92	245.64	93	85.56
Single Family-67' (BLK: M)	75	1.12	84	44	49.28
<b>Totals</b>	<b>719</b>		<b>611.73</b>	<b>137</b>	<b>134.84</b>

**Tract FD-1/FD-2 & FD-3- Future Development Parcels-Proposed Plan**

**Proposed Units**

Tract FD-1-	4-plex product	0.7	92	64.4
Tract FD-2 (Block N & O)	46' Product	0.87	24	20.88
Tract FD-3 (Block P&Q)	46' Product	0.87	41	35.67
<b>Totals</b>	<b>0</b>		<b>0</b>	<b>157</b>

Total ERUs:Plats of Phase 1+ Phase 2A + FD1, FD-2 & FD-3(Phase 2A) 599.25

Delta ERUs 12.48

**Cost Allocation Per ERU = \$27,095.29 \* \$ 338,149.22**



**Unit Counts Per the Arborwood Preserve Phase 1 Plat, Recorded at Inst. # 201500024632:**

Block	Lots	Unit Count	Single Family 46'	Single Family 52'	Single Family 67'	6-plex MF	4-plex MF	Notes
A	1 to 20	20		20				
B	1 to 23	23		23				
C	1 to 29	29	29					
D	1 to 33	33	33					
E	1 to 36	36		33	3			
F	1 to 25	25		25				
G	1 to 28	28		19	9			
H	1 to 23	23			23			
I	1 to 6	6		6				
Tract MF-1	6-Plex	120				120		Coach Homes
Tract MF-2	4-plex	36					36	Carriage Homes
Tract MF-3	4-plex	36					36	Carriage Homes
Tract CC-1		0						Recreational Facility
Subtotal:		415	62	126	35	120	72	

**Unit Counts Per the Arborwood Preserve Phase 2A Plat, Recorded at Inst. # 2018000177984**

Block	Lots	Unit Count	Single Family 46'	Single Family 52'	Single Family 67'	6-plex MF	4-plex MF	Notes
J	1-42	42		42				
K	1-15	15		15				
L	1-36	36		36				
M	1-36	36			36			
N	1-8	8			8			
FD-1	None	0					0	See Phase 2B Plat Detail
FD-2	None	0						See Phase 2C Plat Detail
FD-3	None	0						See Phase 2C Plat Detail
Totals		137	0	93	44	0	0	

**Totals Phase 1 & Phase 2A:**

		552	62	219	79	120	72
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**Unit Counts Per the PROPOSED Arborwood Preserve Phase 2C Plat,**

Not Recorded

Block	Lots	Unit Count	Single Family 46'	Single Family 52'	Single Family 67'	6-plex MF	4-plex MF	Notes
O	1-9	9			9			Replat of Tract FD-2
P	1-9	9			9			Replat of Tract FD-2
Q	1-20	20			20			Replat of Tract FD-3
R	1-12	12			12			Replat of Tract FD-3
Subtotal		50			50			

**Totals Phase 1 , Phase 2A & Phase 2C:**

		602	62	219	129	120	72
--	--	-----	----	-----	-----	-----	----

**Unit Counts Per the PROPOSED Arborwood Preserve Phase 2B Plat,**

Not Recorded

Tract	Lots	Unit Count	Single Family 46'	Single Family 52'	Single Family 67'	6-plex MF	4-plex MF	Notes
MF-1	n/a	92					92	Replat of Tract FD-1, Tracts OS-5 & LK 10

**Totals Phase 1 , Phase 2A , Phase 2B & Phase 2C Plats :**

		694	62	219	129	120	164
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**Arborwood CDD  
Arborwood Preserve- Parcel C**

**True Up Agreement for the 2014 Series Bonds  
Phase 1 Plan**

Product	No. of Units Per True Up Agreement	ERU's Per 6th Supplemental Special Assessment Report	Total ERU's Per Report	No. of Units on Arborwood Preserve Phase 1 Plat	Total ERU's Per Phase 1 Plat
6-plex multifamily	102	0.7	71.4	120	84
4-plex multi-family	168	0.7	117.6	72	50.4
Single Family-46'	107	0.87	93.09	62	53.94
Single Family 52'	267	0.92	245.64	126	115.92
Single Family-67'	75	1.12	84	35	39.2
<b>Totals</b>	<b>719</b>		<b>611.73</b>	<b>415</b>	<b>343.46</b>

**Revised Plan: Includes Plats of Phase 1, Phase 2A, 2B and 2C.**

Product	No. of Units Per Recorded Plats	ERU's Per 6th Supplemental Special Assessment Report	No. of ERUs Phase 1, 2A, 2B & 2C Plats	Total ERU's Per Report	Delta on ERU-Plan vs. all plats
6-plex multifamily	120	0.7	84	71.4	12.6
4-plex multi-family	164	0.7	114.8	117.6	-2.8
Single Family-46'	62	0.87	53.94	93.09	-39.15
Single Family 52'	219	0.92	201.48	245.64	-44.16
Single Family-67'	129	1.12	144.48	84	60.48
<b>Totals</b>	<b>694</b>		<b>598.7</b>	<b>611.73</b>	<b>-13.03</b>

**Total ERUs:Plats of Phase 1+ Phase 2A + Proposed Phase C + Proposed FD1 598.7**

**Delta ERUs (Base ERU's at 611.73) 13.03**

**True Up Cost Allocation Per ERU = \$26564 \* \$ 346,128.92**

**MORTGAGEE’S CONSENT**

The undersigned, as mortgagee under a certain Mortgage, Fixture Filing, Assignment of Leases and Rents and Security Agreement (“Mortgage”) dated the 5th day of December, 2014, recorded in Instrument Number 2014000250718, public records of Lee County, Florida, joins in and consents to the dedication of the lands described on the plat of **ARBORWOOD PRESERVE, PHASE 2B**, and agrees that in the event of foreclosure of this Mortgage all dedicated areas shall survive and be enforceable.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Trustee pursuant to that certain Master Trust Indenture dated as of March 1, 2005, as amended and supplemented from time to time in accordance with its terms between the ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, and Mortgagee pertaining to the Arborwood Community Development District Special Assessment Revenue Bonds, Series 2014A-1, Series 2014A-2, and Series 2014B

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

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

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

(Seal)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Trustee pursuant to that certain Master Trust Indenture dated as of March 1, 2005, as amended and supplemented from time to time in accordance with its terms between the ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, and Mortgagee pertaining to the Arborwood Community Development District Special Assessment Revenue Bonds, Series 2014A-1, Series 2014A-2, and Series 2014B. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:

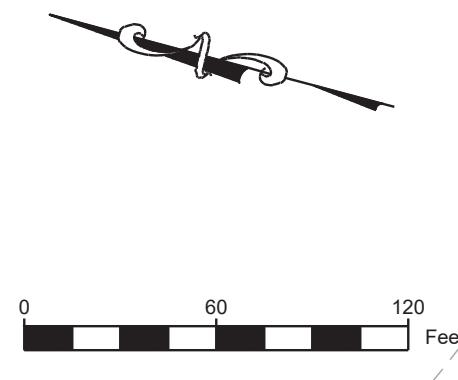
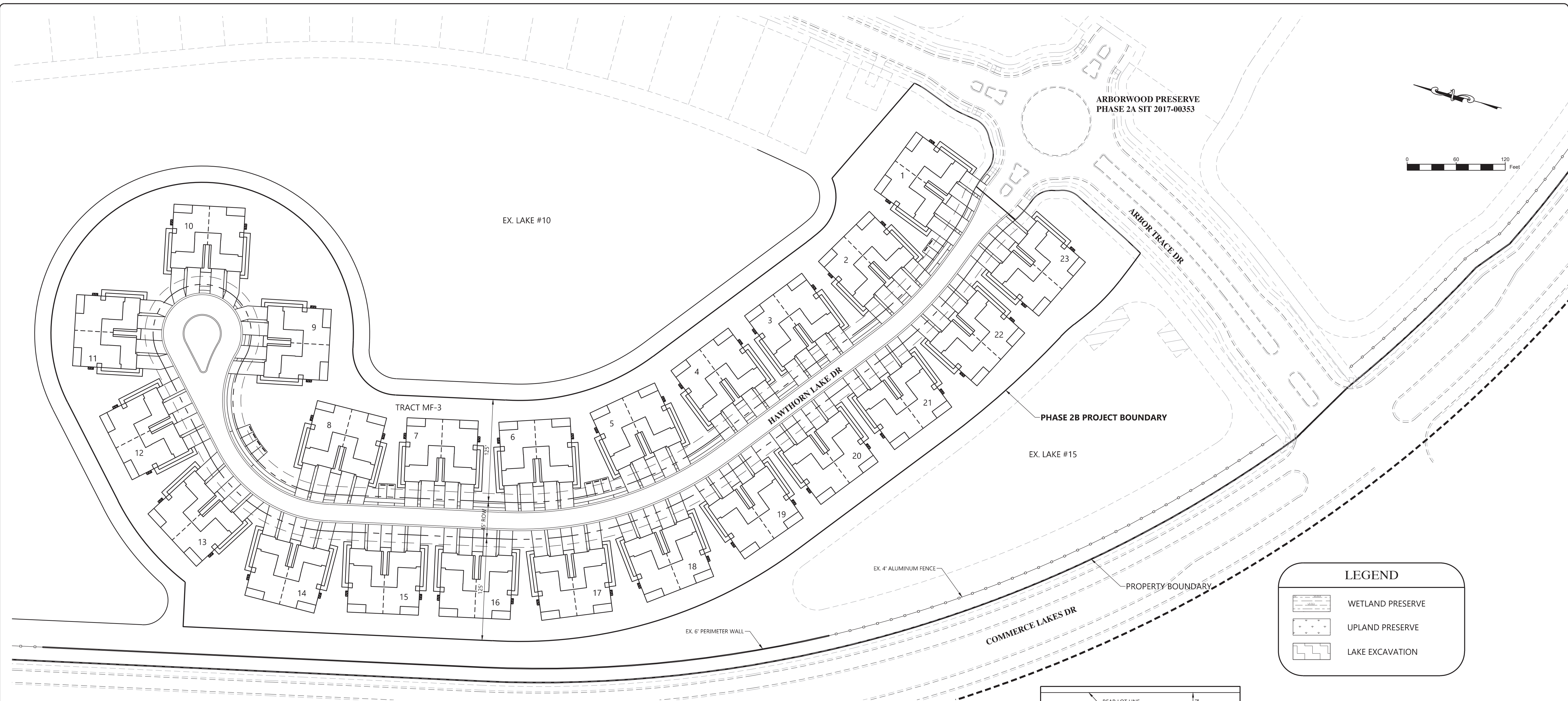
(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Commission Number, if any)

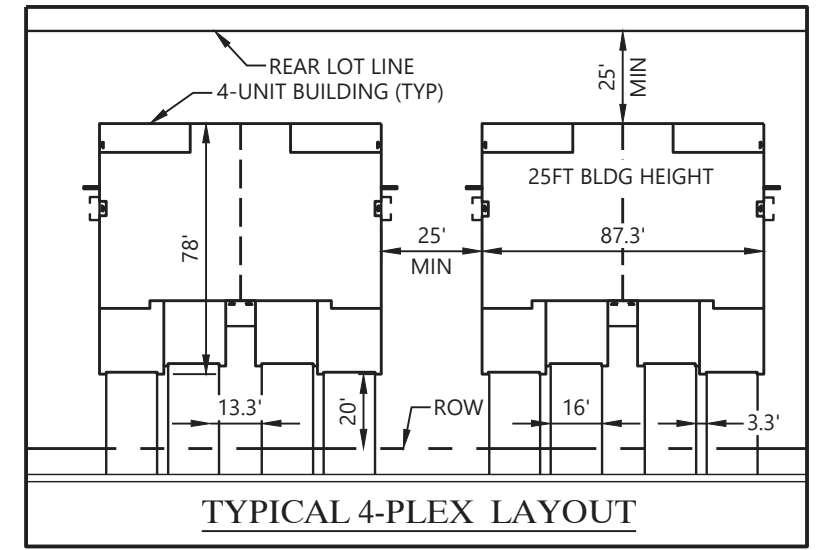


**LEGEND**

- WETLAND PRESERVE
- UPLAND PRESERVE
- LAKE EXCAVATION

**CITY OF FORT MYERS LDC SECTION 118.5.3 - DEVELOPMENT STANDARDS FOR RESIDENTIAL USES**

DWELLING TYPE	DWELLING TYPE	LOT WIDTH IN FEET <sup>(1)</sup>	LOT DEPTH IN FEET	FRONT	SIDE	REAR PRINCIPAL STRUCTURES	REAR ACCESSORY STRUCTURES	REAR PRINCIPAL STRUCTURES	REAR ACCESSORY STRUCTURES	MAXIMUM BUILDING HEIGHT	MINIMUM DISTANCE BETWEEN BUILDINGS	MAXIMUM BUILDING COVERAGE	MINIMUM FLOOR AREA
				PRINCIPAL AND ACCESSORY USES	BACK TO BACK LOTS <sup>(5)</sup>	LOTS ABUTTING OPEN SPACE, LAKES <sup>(9)</sup> , PRESERVES OR GOLF COURSE							
MULTI-FAMILY <sup>(6)</sup>	6,500	80	80	20/10 <sup>(7)</sup>	1/2 SBH, 10 MAX.	25	5	15	3	65 <sup>(8)</sup> 4 STORIES	1/2 SBH	(4)	750



**4-PLEX MULTI-FAMILY PARKING SUMMARY**

23 BLDGS X 4 UNITS/BLDG = 92 UNITS  
 PARKING REQUIREMENT: 2 SPACES/UNIT + 1 VISITOR SPACE/15 UNITS (PER THE CITY OF FORT MYERS LAND DEVELOPMENT CODE 134.3.5)  
 PARKING PROVIDED: 92 UNITS X 2 SPACES/UNIT (GARAGE) + 92 UNITS X 1 VISITOR SPACE DRIVEWAY + 11 ON-STREET PARKING SPACES = 287 SPACES

**PHASE 2B LAND USE TABLE**

LAND USE	ACREAGE
LOT AREA	4.46
LAKE AREA	0.00
RIGHT OF WAY AREA	1.54
PAVEMENT WITHIN R/W	1.29
PERVIOUS WITHIN R/W	0.25
OPEN SPACE	4.50
<b>TOTAL DEVELOPMENT AREA</b>	<b>10.50</b>

**PHASE 2B UNIT SUMMARY**

UNIT TYPE	BLOCKS / TRACTS	NUMBER OF UNITS
MULTI-FAMILY (4-PLEX UNITS)	BLOCK MF-3	92 (23x4)
TOTAL UNITS		<b>92</b>

- NOTES: ALL DISTANCES ARE IN FEET UNLESS OTHERWISE NOTED. SBH = SUM OF ADJACENT BUILDING HEIGHTS.
- MINIMUM LOT WIDTH MAY BE REDUCED FOR CUL-DE-SAC LOTS OR LOTS LOCATED ON CURVILINEAR STREETS PROVIDED THE MINIMUM LOT AREA IS STILL MAINTAINED.
  - WHERE THE ZERO-FOOT YARD OPTION IS UTILIZED, THE OPPOSITE SIDE OF THE STRUCTURE SHALL HAVE A TEN-FOOT SIDE YARD.
  - FRONT SETBACKS FOR DWELLINGS SHALL BE 15 FEET. FRONT SETBACKS FOR FRONT-LOADED GARAGES SHALL BE 20 FEET. FRONT SETBACKS FOR SIDE ENTRY GARAGES MAY BE REDUCED TO 15 FEET SUBJECT TO DOCUMENTATION THAT A VEHICLE PARKED IN THE DRIVEWAY WILL NOT ENCOACH INTO THE RIGHT-OF-WAY.
  - MAXIMUM BUILDING COVERAGE WILL RESULT FROM THE APPLICATION OF THE ABOVE DEVELOPMENT STANDARDS ON INDIVIDUAL LOTS AND NO OTHER LIMITATIONS SHALL APPLY TO BUILDING COVERAGE FOR RESIDENTIAL STRUCTURES.
  - FOR ANY LOT SERVED BOTH BY A STREET AND AN ALLEY, THE LOT LINE ADJACENT TO THE ALLEY SHALL BE TREATED AS A REAR LOT LINE, AND THE SETBACK SHALL BE MEASURED FROM THE EDGE OF PAVEMENT.
  - ADULT CONGREGATE LIVING FACILITIES, NURSING HOMES AND RESIDENTIAL CARE FACILITIES SHALL COMPLY WITH THE SETBACKS OF MULTIFAMILY USES SET FORTH IN TABLE 1.
  - THE FRONT SETBACK FOR ACCESSORY GARAGES OR CARPORTS FOR MULTIFAMILY USES IS REDUCED TO TEN FEET WHEN ACCESS TO THE GARAGES OR CARPORTS IS PROVIDED FROM AN ACCESSWAY (NOT THE ABUTTING STREET).
  - ALL STRUCTURES GREATER THAN TWO STORIES IN HEIGHT, ABUTTING EXISTING RESIDENTIAL DEVELOPMENT OUTSIDE THE MDP BOUNDARY WHICH HAS PERMITTED BUILDING HEIGHTS OF TWO STORIES OR LESS, SHALL HAVE A MINIMUM SETBACK OF 100 FEET FROM THE MDP BOUNDARY.
  - SECTION 118.2.1.B.2. DOES NOT APPLY.

NOTE: IMPROVEMENTS ON ARBOR TRACE DRIVE ARE PERMITTED UNDER ARBORWOOD PRESERVE PHASE 2A SIT-2017-00353

March 29, 2018 8:06 AM K:\2014\140022\10.01 Arborwood Preserve Ph2B MDP Construction Plans\Current Plans\sheet Files\04\_1400221001C\_MP01.dwg

REV #	REVISION	DRAWN	CHECKED	DATE

**RWA ENGINEERING**

4983 Royal Gulf Circle  
 Fort Myers, Florida 33966  
 (239) 597-0575 FAX: (239) 597-0578  
 www.consult-rwa.com  
 Florida Certificates of Authorization  
 EB 7663 LB 6952

DATE: MAR, 2018	DESIGNED: MCP
SEC: TWP: RGE: 13 45S 25E	DRAWN: DLP
HORIZ. SCALE (FULL): 1" = 60'	VERT. SCALE (FULL): N/A
HORIZ. SCALE (HALF): 1" = 120'	VERT. SCALE (HALF): N/A

CLIENT: **WCI COMMUNITIES, LLC.**

TITLE: **MASTER SITE PLAN**

PROJECT: **ARBORWOOD PRESERVE PHASE 2B**

PROJECT NO.: 140022.10.01

FILE NAME: 04\_1400221001C\_MP01

SHEET NUMBER: 4 OF 13

MICHAEL C. PAPPAS, P.E.  
 FLORIDA LICENSE NO. 60910

**Arborwood Community Development District**  
**Budget vs. Actual**  
**October through December 2018**

	<u>Oct - Dec 18</u>	<u>FY 18-19 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Revenues</b>				
01-3100 · O & M Assessments (On-Roll)	296,201.18	361,306.00	-65,104.82	81.98%
01-3300 · O&M Assessments - Off Roll	0.00	14,589.00	-14,589.00	0.0%
01-3812 · Debt Assessments (2018)	2,161,400.15	2,637,660.00	-476,259.85	81.94%
01-3818 · Debt Assessments (2014)	344,680.75	420,596.00	-75,915.25	81.95%
01-3822 · Debt Assess-Pd To Trustee-2018	-2,069,864.00	-2,552,510.00	482,646.00	81.09%
01-3829 · Debt Assess-Pd To Trustee-2014	-330,083.60	-1,278,793.00	948,709.40	25.81%
01-3830 · Assessment Fees	-9,559.90	-10,000.00	440.10	95.6%
01-3831 · Assessment Discounts	-109,118.00	-136,782.00	27,664.00	79.78%
01-3912 · Debt Assessments - Off Roll	0.00	895,377.00	-895,377.00	0.0%
01-9420 · Carryover Balance	0.00	140,000.00	-140,000.00	0.0%
<b>Total Revenues</b>	<b>283,656.58</b>	<b>491,443.00</b>	<b>-207,786.42</b>	<b>57.72%</b>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	76.50	912.00	-835.50	8.39%
01-1131 · Supervisor Fees	1,000.00	12,000.00	-11,000.00	8.33%
01-1310 · Engineering	9,019.50	35,000.00	-25,980.50	25.77%
01-1311 · Management Fees	8,860.23	35,441.00	-26,580.77	25.0%
01-1313 · Website Management	375.00	1,500.00	-1,125.00	25.0%
01-1315 · Legal Fees	966.00	38,000.00	-37,034.00	2.54%
01-1318 · Assessment/Tax Roll	0.00	5,000.00	-5,000.00	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	3,500.00	-3,500.00	0.0%
01-1332 · Amortization Schedule Fee	0.00	500.00	-500.00	0.0%
01-1450 · Insurance	13,480.00	15,000.00	-1,520.00	89.87%
01-1480 · Legal Advertisements	520.60	5,500.00	-4,979.40	9.47%
01-1512 · Miscellaneous	363.24	2,800.00	-2,436.76	12.97%
01-1513 · Postage and Delivery	77.03	1,300.00	-1,222.97	5.93%
01-1514 · Office Supplies	269.50	2,200.00	-1,930.50	12.25%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1555 · Trustee Fees	0.00	37,000.00	-37,000.00	0.0%
01-1743 · Continuing Disclosure Fee	0.00	5,000.00	-5,000.00	0.0%
01-1811 · Professional Fee & Permits (GF)	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	39.97	1,000.00	-960.03	4.0%

**Arborwood Community Development District**  
**Budget vs. Actual**  
**October through December 2018**

	<u>Oct - Dec 18</u>	<u>FY 18-19 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1816 · Treeline Preserve Maint-Exotics	0.00	4,000.00	-4,000.00	0.0%
01-1819 · Environmentl Cnsltng-Passarella	7,434.92	15,000.00	-7,565.08	49.57%
01-1820 · Panther Mitigation Mnt-Exotics	55,568.54	110,000.00	-54,431.46	50.52%
01-1821 · Mitigation Monitoring-Parcel C	0.00	6,200.00	-6,200.00	0.0%
01-1822 · Street Lighting-Utility & Maint	1,116.25	21,000.00	-19,883.75	5.32%
01-1824 · Field Inspector - Somerset Only	3,817.72	28,000.00	-24,182.28	13.64%
01-1825 · Lake Maintenance-Somerset Only	11,517.00	46,100.00	-34,583.00	24.98%
01-1826 · Preserve Maint - Somerset Only	0.00	35,000.00	-35,000.00	0.0%
01-1827 · Flowway Maintenance	0.00	4,600.00	-4,600.00	0.0%
01-1828 · Preserve Maint (Parcel C Only)	0.00	10,800.00	-10,800.00	0.0%
01-1850 · Capital Outlay - Small	0.00	1,000.00	-1,000.00	0.0%
<b>Total Expenditures</b>	<u>114,677.00</u>	<u>491,028.00</u>	<u>-376,351.00</u>	<u>23.35%</u>
<b>Net Revenue</b>	<u><b>168,979.58</b></u>	<u><b>415.00</b></u>	<u><b>168,564.58</b></u>	<u><b>40,717.97%</b></u>

<b>Bank Balance As Of 12/31/18</b>	<b>\$ 2,852,891.43</b>
<b>Accounts Payable As Of 12/31/18</b>	<b>\$ 2,471,974.59</b>
<b>Other Assets As Of 12/31/18</b>	<b>\$ 4,169.23</b>
<b>Total Fund Balance As Of 12/31/18</b>	<b>\$ 385,086.07</b>