



**ARBORWOOD
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
SEPTEMBER 16, 2019
9:00 A.M.**

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

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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
September 16, 2019
9:00 a.m.

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News-Press, The
Sept. 4, 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 September 16, 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 AD# 3766643 September 4, 2019

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 20, 2019**

A. CALL TO ORDER

The May 20, 2019, Regular Board Meeting of the Arborwood Community Development District was called to order at 9:00 a.m. in the Amenity Center Community Room at Somerset at the Plantation located at 10401 Dartington Drive, Fort Myers, Florida 33913.

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 May 10, 2019, as legally required.

C. ESTABLISH A QUORUM

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

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

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services, Inc.
General Counsel	Wes Haber	Hopping Green & Sams, P.A.
District Engineer	Josh Evans	JR Evans Engineering
Field Inspector	Bohdan Hirniak	

Others present were: Mike Myers of Passarella & Assoc.; Jere Earlywine of Hopping, Green & Sams (via phone); and the following residents: Gerald Strohmenger, Roger Bosworth, Jack Aycock, Ed Thomas, Steven Dixon and Pete Scrobe.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Carr requested the addition of a discussion on the water pumping station on Treeline.

Mr. Hirniak requested the addition of a discussion on the quote from Clarke Aquatics for the Flow Way.

There was a Board consensus to add both items.

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

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

F. APPROVAL OF MINUTES

1. April 15, 2019, Regular Board Meeting

The April 15, 2019, Regular Board Meeting minutes were presented for approval.

Mr. Hamilton noted under Item G-2 that “had met” should be “would meet.”

Mr. Haber noted under Item H-3 that Mr. Earlywine stayed at the meeting.

A **motion** was then made by Mr. Hamilton, seconded by Mr. Franz and passed unanimously approving the April 15, 2019, Regular Board Meeting minutes, as amended.

G. OLD BUSINESS

1. Update Regarding Street Lighting Project

Mr. Hammond advised that progress was being made and the contract had been signed by both parties. He added that Marina Bay was included. Mr. Haber stated that a liquidated damages clause was added and that a call on logistics was coming up and there would be a lead time on materials.

2. Update on Brazilian Pepper Removal

Mr. Hamilton advised that Mr. Myers would meet with the golf course manager. Mr. Myers presented a map that showed who owns approximately what areas. He added that it did not necessarily match what was on the property appraiser’s website and that the exotic issues were along the edge of the golf course, which was not necessarily in a preserve area. Mr. Myers noted that the golf course was doing a pretty good job at handling the issue. Mr. Hammond indicated that it was not “black and white” as to who is responsible. Mr. Myers added that there is no delineation or fence on the slope from the golf course to the preserve, so one can grow over the other and it gets worse over time. Mr. Hammond suggested a coordination meeting with the HOA, the golf course, Mr. Myers and the CDD. There was a consensus of the Board to schedule said coordination meeting and Mr. Hammond indicated he would work with Mr. Myers in order to set that up.

3. Review of Exotic Maintenance on the Mitigation Parcel

Mr. Myers advised that Mr. Aycock had come along for the review and that Aquatic Weed Control had done a good job treating. He noted that he would provide a memo and map on the maintenance in the near future.

H. NEW BUSINESS

1. Review of Lake Bank Inspection Reports

Mr. Evans went over the reports and stated that there were only very minor issues. He indicated that he had met with Bridgetown on the lakes and he will obtain a price from Dragonfly for fixes in Somers. There was discussion about getting bids and Mr. Evans noted he would try to come up with a few proposals.

2. ADDED – Discussion on Water Pumping Station

Mr. Carr stated that the City was planning a 2.5 million gallon water tank that will be 44 feet high, set back off of Treeline near the entrance to Marina Bay. He indicated that the strip was actually CDD property and

the City got “beat up” on the location, so they are committed to looking for alternative locations. Mr. Myers noted that he believed the area was part of a conservation area, so there would be very limited use. Mr. Hammond stated that the City should be put on notice that they have not spoken to the CDD. There was general discussion on locations and distances to the areas requiring service. Mr. Hammond reiterated that now that the District was aware of the location, they would need to speak with us if they plan to continue with the proposed location.

I. ADMINISTRATIVE MATTERS

1. Manager’s Report

Financials – Ms. Dailey went over the financials and noted that the District was 58% into the budget. Mr. Hammond added that the budget was looking good and that refunds had been received from FPL for deposits previously made.

Ms. Dailey reminded the Board that the next meeting was scheduled for June 17, 2019. Upon discussion, it was the consensus of the Board to cancel the June meeting. Ms. Dailey then reminded the Board that the next meeting would be held on July 15, 2019, and would include a Public Hearing on the budget.

2. Engineer’s Report

Mr. Evans distributed a site plan of apartments going up that abuts the District’s preserve on the north side. He added that there were no concerns and they were doing what they are supposed to do.

3. Field Inspector’s Report

Mr. Hirniak stated that the condition of the lakes was good and the water levels are higher.

4. ADDED – Flow Way Quote

Mr. Hirniak presented the proposal for Clarke to spray and monitor the flow way along the 8th and 9th holes of the golf course. He indicated it was \$2,850 and they were proposing four events. Mr. Hammond suggested one treatment and revisit next year.

A **motion** was made by Mr. Hamilton, seconded by Mrs. Pattison and passed unanimously authorizing one treatment and for the Chairman to execute the agreement.

J. BOARD MEMBER COMMENTS

Mr. Carr asked that the lighting on Treeline be coordinated with the contractors of the 84 townhouses that are being proposed. Mr. Hammond stated he would speak with Norm Trebilcock regarding that coordination.

Mr. Hamilton asked what was happening on the Somerset fountains. Mr. Hammond replied that he had requested that Lonnie Lamb clarify the Board’s position, as the proposed agreement had been sent from the CDD. He added that the HOA would address this item in June.

Mr. Hamilton stated that the maintenance agreement with Bridgetown had been reviewed and needed to be updated to be more relevant, since they elected to maintain responsibility for their lakes. Mr. Haber stated that

the HOA counsel was “taking a stab” at creating an amendment in order to save District funds. There were no objections.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Hamilton, seconded by Mr. Carr and passed unanimously to adjourn the Regular Board Meeting at 10:13 a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JULY 15, 2019**

A. CALL TO ORDER

The July 15, 2019, Regular Board Meeting of the Arborwood Community Development District was called to order at 9:00 a.m. in the Amenity Center Community Room at Somerset at the Plantation located at 10401 Dartington Drive, Fort Myers, Florida 33913.

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 June 28, 2019, as legally required.

C. ESTABLISH A QUORUM

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

Chairman	Terry Hammond (via phone)	Present
Vice Chairman	Gary Franz	Present
Supervisor	John Hamilton	Present
Supervisor	Joan Pattison	Present
Supervisor	Lawrence Carr	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services, Inc.
General Counsel	Jere Earlywine	Hopping Green & Sams, P.A.
District Engineer	Josh Evans	JR Evans Engineering
Field Inspector	Bohdan Hirniak	

Others present were: Michael McElligott of Special District Services, Inc. (via phone); Mike Myers of Passarella & Assoc.; and the following residents: Jeff Gordish, Ron McEwan, Roger Bosworth, Ray Holter, Ed Thomas and Jack Aycock.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. May 20, 2019, Regular Board Meeting

Ms. Dailey advised that the May meeting minutes would be presented at the July meeting.

Mr. Hammond requested that they be distributed to the Board prior to the next agenda.

The Regular Board Meeting was recessed and the Public Hearing was opened.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Fort Myers News-Press* on June 21, 2019, and June 28, 2019, as legally required.

2. Receive Public Comment on Adoption of a Fiscal year 2019/2020 Final Budget

Mr. McElligott stated that the District had been using carryover for the last several years to balance the budget and now the excess reserves could no longer be used, resulting in an increase in O&M assessments. There was general discussion with the residents regarding efforts to keep costs down, how assessments were determined based on benefit and the new items added to the Somerset maintenance budget.

3. Consider Resolution No. 2019-03 – Adopting a Fiscal Year 2019/2020 Final Budget

Resolution No. 2019-03 was presented, entitled:

RESOLUTION 2019-03

THE ANNUAL APPROPRIATION RESOLUTION OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Hamilton, seconded by Mr. Carr and passed unanimously to adopt Resolution No. 2019-03, as presented.

4. Receive Public Comment on Fiscal Year 2019/2020 Annual Assessment Roll

There was no public comment on the Fiscal Year 2019/2020 Annual Assessment Roll.

5. Consider Resolution No. 2019 - 04 - Adopting a Fiscal Year 2019/2020 Annual Assessment Roll

Resolution No. 2019-04 was presented, entitled:

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF

BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. McElligott confirmed that assessments had been fairly and reasonably allocated.

A **motion** was made by Mrs. Pattison, seconded by Mr. Hamilton and passed unanimously to adopt Resolution No. 2019-04, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

H. OLD BUSINESS

1. Update Regarding Street Lighting Project

Mr. Hammond advised that the Lee County permit had been issued and materials ordered. He anticipates the project being completed by the end of November. Mr. Carr reminded the Board to be sure the contractors coordinate with other projects going on in the same area.

2. Update on Brazilian Pepper Removal

Mr. Hamilton advised that there was no update other than a coordinated effort was being made.

3. Review of Exotic Maintenance on the Mitigation Parcel

Mr. Myers went over the maintenance that was done in December and May by Aquatic Weed Control on the 1,700 acre mitigation parcel. He indicated that it looked good and that the District was doing what it could to stay on top of the invasives, as it is a large part of the budget.

I. NEW BUSINESS

1. Discuss Options for Treatment Providers

Mr. Hammond noted that the District used Woods & Wetlands in the preserves and Clarke Aquatics for the lakes. He added that the District may want to evaluate the services and costs compared to other providers in the future. Mr. Myers stated he could put together a bid request. Mr. Evans suggested a contract between the golf course, the HOA and the CDD for the CDD to do maintenance under one contract for cost savings. Mr. Franz opined first it needs to be determined who is responsible for what boundaries. Mr. Hamilton agreed and stated that the District should get its “ducks in a row” first. Mr. Myers indicated that contractors would be interested in acreage and he could put together an acreage chart for the Board. There was a consensus of the Board for him to do so.

2. Consider Approval of Treeline Fort Myers, LLC Request for Discharge of Stormwater

Mr. Evans indicated he had reviewed the request for the two acre development on the east side of Treeline. He stated that the development was consistent with the permit and there was no negative impact to the stormwater system. He recommended approval and stated he would forward a letter confirming the allowance of discharge.

A **motion** was made by Mr. Carr, seconded by Mrs. Pattison and passed unanimously approving the Treeline Fort Myers, LLC request for discharge of stormwater, as presented.

3. Consider Resolution No. 2019-05 – Adopting a Fiscal Year 2019/2020 Meeting Schedule

Resolution No. 2019-05 was presented, entitled:

RESOLUTION NO. 2019-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2019/2020 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

There was discussion about moving the January meeting from January 20, 2020, to January 13, 2020, because of the holiday. There was a consensus of the Board to change that meeting date.

A **motion** was made by Mr. Hamilton, seconded by Mr. Carr and passed unanimously to adopt Resolution No. 2019-05, as amended.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

Financials – Mr. Hammond indicated that the financials looked good. He noted that one large bill, \$35,000, had been paid this month to Woods & Wetlands for the preserve treatment.

Ms. Dailey reminded the Board that the next meeting was scheduled for August 19, 2019. Upon discussion, it was the consensus of the Board to change the August meeting date to Tuesday, August 27, 2019, at 2:00 p.m. in order to ensure a quorum.

2. Engineer's Report

There was no Engineer's Report at this time.

3. Field Inspector's Report

Mr. Hirniak stated that the lake levels were up and the algae in the lakes ebbs and flows. He added that Clarke had been giving much attention to the algae and torpedo grass. Mr. Hirniak indicated that the fish life looked well.

K. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Carr, seconded by Mrs. Pattison and passed unanimously to adjourn the Regular Board Meeting at 10:00 a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

MAINTENANCE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2019 ("**Effective Date**"), by and between:

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Fort Myers and Lee County, Florida, (the "**District**"); and

BRIDGETOWN AT THE PLANTATION COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, (the "**Association**").

RECITALS

WHEREAS, the District is a local government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to, the management of District facilities, including the funding, the operation and the maintenance of certain surface water management system improvements within the District;

WHEREAS, the surface water management system improvements include, without limitation, the wet detention lakes, dry detention areas, upland and wetland preserves, flow-ways, and the culverts and pipes that connect them; outfall control structures and pipes; lake littoral zone plantings; and perimeter berms, owned by the District or which the District is responsible for maintaining and located within the geographic boundary of the lands that are subject to the Association (collectively, the "**Improvements**"), which improvements do not include secondary lot and roadway drainage collection systems;

WHEREAS, the District and the Association desire to provide for operation and maintenance of the Improvements; and

WHEREAS, the Association on behalf of and for the benefit of its members has agreed to provide, pursuant to the terms of this Agreement, certain operation and maintenance services and materials;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1. **Recitals.** The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2. **Performance.** The District and the Association hereby agree, as follows:

a. The Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the operation and maintenance of the Improvements (the "**Maintenance Services**"). The Maintenance Services shall include, among other things:

- i. Weekly mowing of the District's common area lake banks (every other week from March 1 through November 1), with weeding, edging and tree trimming on an as needed basis; and
 - ii. Monthly inspections and/or treatments of the stormwater ponds to ensure that the lakes are maintained consistent with the community's aesthetic standards; and
 - iii. Quarterly or other more frequent periodic inspections and/or treatments of the conservation / mitigation areas to remove nuisance species and otherwise ensure that the District is in compliance with applicable laws, permits, easements, and other requirements; and
 - iv. Addressing any items raised in the District's annual engineering report, prepared pursuant to section 2.f. of this Agreement.
- b. The Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs.
- c. The Maintenance Services shall be provided by the Association and to ensure that the District is in compliance with all governmental permits (including but not limited to Environmental Resource Permit No. 36-04853-P), requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions relating to the District's storm water management system and conservation areas, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Lee County, Florida; and (e) any municipality with jurisdiction, either now or in the future.
- d. The Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvement is located.
- e. The Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in Sections 4 and 5 herein.
- f. The District will perform an annual inspection of the storm water management system and review:
 - The outfall structures and orifices to ensure free-flowing conditions to maintain function of the outfall system (example: debris removal),
 - The banks of the lakes and canals to ensure proper side slope stabilization to reduce erosion (example: repair erosion rills and sod), and

- The drainage inlets and lake interconnection drainage pipes for sedimentation or other blockage to maintain conveyance capacity (example: vacuum sediment in inlets and pipes).

Based on the annual inspection, the District shall issue an annual engineering report addressing lake bank erosion and pipe sedimentation for the lakes and related storm water improvements managed by the Association pursuant to this Agreement. The District will make the report available to the Association in March of each year, and the report shall address the year leading up to the date of the report.

- g. The Association shall issue an annual report addressing the Association's provision of Maintenance Services. The Association will make the report available to the District in December of each year, and the report shall address the year leading up to the date of the report. The report shall contain at least the following items:
 - i. Actions taken by the Association related to lake bank erosion and pipe sedimentation reported by the District in the District's most recently issued engineering report.
 - ii. Actions taken by the Association, during the preceding 12 months, with respect to flow-ways, culverts and any connecting pipes; outfall control structures and pipes; lake littoral zone plantings; and perimeter berms, owned by the District, and part of the Improvements.
 - iii. Actions taken by the Association, during the previous 12 months, with respect to managing the preserve area of the District within the Association with focus on removal of invasive plants.

3. The Association's Responsibility for Acts of Force Majeure. The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include by way of example, but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

4. Emergency Intervention by the District. In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

- a. the provision of maintenance services or materials for any one or more of the Improvements; and
- b. the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following

receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

5. Remedies, Default, & Specific Performance. The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

- a. Default by Association.** If the Association should fail to comply with the terms of Section 2 of this Agreement, including the failure or refusal to furnish or perform any one or more of the required Maintenance Services, and such failure shall continue for thirty (30) days or more from the date of receipt of a written notice of default from the District, then, in that event, the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements, or (ii) remove, modify, relocate or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements. Provided, however, should any failure of the Association to comply with Section 2 of this Agreement result in a permit violation, the District shall have the right to immediately take such action necessary to abate or remediate the violation and all such costs shall be reimbursed by the Association in the manner and time provided herein.
- b. Discontinuation and Reimbursement by Association.** At such time as the District should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services. Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.
- c. Other Remedies and Opportunity to Cure.** At the sole discretion of the District, a breach or material default by the Association under this Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages. However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under

this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a thirty (30) calendar day cure period, and the Association shall have thirty (30) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

6. **Indemnification.** The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence, gross negligence, willful misconduct, or material breach, with said indemnification and hold harmless to include but not be limited to: (i) direct costs and damages; and (ii) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including all appellate, arbitration, or mediation proceedings) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not: 1) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence, gross negligence, willful misconduct, or material breach if same is caused by or at the direction of the District; or 2) authorize the Association to select or provide legal counsel on behalf of the District.

7. **Insurance.** The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District certificates of insurance reflecting insurance coverage for the Association as follows:

- a. The Association shall make the District an additional insured and certificate holder under the policies of insurance identified on Exhibit "A" attached hereto and made a part hereof; and
- b. A statement that the insurance coverage represented by each certificate of insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non- payment) is mailed by first class U.S. Mail to the District.

8. **Term of Agreement.** This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of December 31st of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) year periods, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least ninety (90) days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

9. **Time of the Essence.** Time is of the essence with respect to this Agreement.

10. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by certified (postage prepaid), return receipt requested, to the following addresses:

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

BRIDGETOWN AT THE PLANTATION COMMUNITY ASSOCIATION, INC.

By: _____

Its: _____

Arborwood Community Development District
Budget vs. Actual
October 2018 through August 2019

	<u>Oct '18 - Aug 19</u>	<u>FY 18/19 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
01-3100 · O & M Assessments (On-Roll)	361,519.01	361,306.00	213.01	100.06%
01-3300 · O & M Assessments (Off-Roll)	12,088.74	14,589.00	-2,500.26	82.86%
01-3812 · Debt Assessments (2018)	2,638,030.35	2,637,660.00	370.35	100.01%
01-3818 · Debt Assessments (2014)	420,689.60	420,596.00	93.60	100.02%
01-3822 · Debt Assess-Pd To Trustee-2018	-2,534,503.90	-2,552,510.00	18,006.10	99.3%
01-3829 · Debt Asses-Pd To Trustee-2014	-1,151,504.19	-1,278,793.00	127,288.81	90.05%
01-3830 · Assessment Fees	-9,559.90	-10,000.00	440.10	95.6%
01-3831 · Assessment Discounts	-124,663.64	-136,782.00	12,118.36	91.14%
01-3912 · Debt Assessments - Off Roll	747,323.64	895,377.00	-148,053.36	83.47%
01-9420 · Carryover Balance	0.00	140,000.00	-140,000.00	0.0%
Total Income	359,419.71	491,443.00	-132,023.29	73.14%
Expense				
01-1130 · Payroll Tax Expense	520.20	912.00	-391.80	57.04%
01-1131 · Supervisor Fees	6,800.00	12,000.00	-5,200.00	56.67%
01-1310 · Engineering	47,779.81	35,000.00	12,779.81	136.51%
01-1311 · Management Fees	32,487.51	35,441.00	-2,953.49	91.67%
01-1313 · Website Management	1,375.00	1,500.00	-125.00	91.67%
01-1315 · Legal Fees	11,062.02	38,000.00	-26,937.98	29.11%
01-1318 · Assessment/Tax Roll	0.00	5,000.00	-5,000.00	0.0%
01-1320 · Audit Fees	5,350.00	5,500.00	-150.00	97.27%
01-1330 · Arbitrage Rebate Fee	500.00	3,500.00	-3,000.00	14.29%
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	4,056.20	5,500.00	-1,443.80	73.75%
01-1512 · Miscellaneous	3,757.24	2,800.00	957.24	134.19%
01-1513 · Postage and Delivery	1,820.40	1,300.00	520.40	140.03%
01-1514 · Office Supplies	1,325.90	2,200.00	-874.10	60.27%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1555 · Trustee Fees	27,174.38	37,000.00	-9,825.62	73.44%
01-1743 · Continuing Disclosure Fee	3,000.00	5,000.00	-2,000.00	60.0%
01-1811 · Professional Fee & Permits	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	133.92	1,000.00	-866.08	13.39%
01-1816 · Treeline Preserve Maint-Exotics	0.00	4,000.00	-4,000.00	0.0%
01-1819 · Environmentl Cnsltng-Passarella	13,256.00	15,000.00	-1,744.00	88.37%
01-1820 · Panther Mitigation Mnt-Exotics	111,137.08	110,000.00	1,137.08	101.03%
01-1821 · Mitigation Monitoring-Parcel C	7,116.92	6,200.00	916.92	114.79%
01-1822 · Street Lighting-Utility & Maint	8,768.00	21,000.00	-12,232.00	41.75%

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01-1824 · Field Inspector - Somerset Only	19,437.84	28,000.00	-8,562.16	69.42%
01-1825 · Lake Maintenance-Somerset Only	45,079.00	46,100.00	-1,021.00	97.79%
01-1826 · Preserve Maint - Somerset Only	35,000.00	35,000.00	0.00	100.0%
01-1827 · Flowway Maintenance	0.00	4,600.00	-4,600.00	0.0%
01-1828 · Preserve Maint (Parcel C Only)	10,800.00	10,800.00	0.00	100.0%
01-1850 · Capital Outlay - Small	0.00	1,000.00	-1,000.00	0.0%
Total Expense	<u>411,392.42</u>	<u>491,028.00</u>	<u>-79,635.58</u>	<u>83.78%</u>
Net Income	<u>-51,972.71</u>	<u>415.00</u>	<u>-52,387.71</u>	<u>-12,523.55%</u>

Bank Balance As Of 8/31/19	\$ 163,327.41
Accounts Payable As Of 8/31/19	\$ 3,362.86
Other Assets As Of 8/31/19	\$ 4,169.23
Total Fund Balance As Of 8/31/19	\$ 164,133.78