



**ARBORWOOD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
JUNE 15, 2020  
9:00 A.M.**

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

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

**AGENDA**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**\*Dial In (877) 402-9753 Access Code 1811087**  
**REGULAR BOARD MEETING**  
**June 15, 2020**  
**1:00 P.M.**  
**\*Public please mute phones unless speaking**

- 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. February 17, 2020 Regular Board Meeting.....Page 2
- G. Old Business
  - 1. Update on Lake Bank Slope Issue
    - a. Consider Approval of Agreement Regarding Repair of Steep Slope Bank and Conveyance of Lake Tracts with Fountains.....Page 7
  - 2. Consider Approval of Agreement for Somerset Fountains.....Page 25
- H. New Business
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  - 2. Consider Resolution No. 2020-02 – Adopting a Fiscal Year 2020/2021 Proposed Budget.....Page 41
  - 3. Consider Resolution No. 2020-03 – Resetting a Public Hearing Adopting Amended Rules of Procedure.....Page 68
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- I. Administrative Matters
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- J. Board Members Comments
- K. Adjourn

## **News-Press, The**

June 5, 2020

### **Miscellaneous Notices**

NOTICE OF ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' REGULAR BOARD MEETING NOTICE IS HEREBY GIVEN that the Arborwood Community Development District (the "District") will hold a regular meeting (the "Meeting") of its Board of Supervisors (the "Board") on June 15, 2020, at 9:00 a.m. to be conducted by telephonic and video conferencing communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and pursuant to Section 120.54(5)(b)2, Florida Statutes. The Meeting is being held for the necessary public purpose of considering the Fiscal Year 2020/2021 Proposed Budget and agenda items related to the District. At such time the Board is so authorized and may consider any business that may properly come before it. While it is necessary to hold the Meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Participants may attend the Meeting by accessing the District's website, [www.arborwoodcdd.org](http://www.arborwoodcdd.org) and clicking on the meeting link you will find on the homepage, or utilizing the following login information: Join by PHONE for TELEPHONIC ACCESS at: Phone: 1-877-402-9753; Access Code: 1811087 A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or [kdailey@sdsinc.org](mailto:kdailey@sdsinc.org) (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting. Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. As indicated above, this Meeting will be conducted by media communications technology. Anyone requiring assistance in order to obtain access to the telephonic, video conferencing, or other communications media technology being utilized to conduct this Meeting should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager's Office at least forty-eight (48) hours in advance so that arrangements may be made. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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 such appeal is to be based. District Manager ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT [www.arborwoodcdd.org](http://www.arborwoodcdd.org) AD # 4218553 June 5, 2020

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
FEBRUARY 17, 2020**

**A. CALL TO ORDER**

The February 17, 2020, 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 February 7, 2020, 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	Jack Aycock	Present
Supervisor	Joan Pattison	Present
Supervisor	Lawrence Carr	Present

Staff members in attendance were:

District Manager	Kathleen Meneely	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: Norm Trebilcock of Trebilcock Consulting Solutions; Lori Clemence of Clarke Aquatic Services; and the following residents: Chris Anderson, Jeff Gordish, Bernard Lally, Jerry Strohmenger and Helen Shorey.

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

Mr. Hammond requested that the Board consider a motion for the turnover of the lighting under Old Business. There was a consensus of the Board to add the item.

**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. January 13, 2020, Regular Board Meeting

The January 13, 2020, Regular Board Meeting minutes were presented for consideration.

Mr. Hammond requested the following changes:

Under G1 – the second line read “Mr. Hammond stated that once the City completes their final inspection **of the Commerce Lakes and Plantation Gardens sections**, the district will then need to request that the City take it over.

Under G2 – the first line read “Mr. Evans distributed a proposal from Dragonfly to **make the repairs needed in Somerset** from the regular annual maintenance report. In the motion of that section, it read “authorizing Mr. Evans to advise Pulte of the acceptable fix and that **the District** will accept the deed once completed.

A **motion** was then made by Mrs. Pattison, seconded by Mr. Aycock and passed unanimously approving the January 13, 2020, Regular Board Meeting minutes, as amended.

### G. OLD BUSINESS

#### 1. Update Regarding Street Lighting Project

Mr. Hammond stated this had been a long process, but the lights were up and working. Mr. Trebilcock added that there were a few follow-up items, but the project was complete and the turnover process to the City had begun.

Mr. Strohmer stated that the four lights at Marina Bay were placed in a manner in which it is still dark where kids get on the school bus. Mr. Trebilcock responded that the 10 fixtures for this particular intersection were consistent with the original plan and to place a fixture otherwise would interfere with the monument sign. Mr. Hammond indicated that Bridgetown had a similar design where the entrance was not lit by design.

Mr. Aycock noted that he paced the space between the lights and they are not even. Mr. Trebilcock indicated he would check if the plans changed, but he believes the lights were put in consistent with the original plan.

A **motion** was made by Mr. Carr, seconded by Mrs. Pattison and passed unanimously authorizing staff to move forward with the turnover to the City and to sign all the related documents.

Mr. Hammond stated that AIS had a contract for maintenance of the District’s lighting and that staff was awaiting a proposal for maintenance on Treeline. Mr. Trebilcock stated that it was an “on-call: contract and he would look to add some type of inspection. Mr. Carr disagreed and indicated that it was already in the contract to inspect once a month and report to the District. Mr. Trebilcock advised that he did not see that provision and would follow up with AIS to have that done. Mr. Hammond stated that the contract had been operating on an “on-call” basis for some time and that there had been some slippage, but believes moving forward, this could be rectified.

There was general discussion of the turnover of the County’s portion of the lighting and Mr. Hammond stated that since Mr. Trebilcock had put together an approach on the City’s portion of the lights, he could work to get the County’s portion turned over in the future.

## 2. Update on Lake Bank Slope Issue and Turnover of Lakes with Fountains

Mr. Evans stated that the maintenance agreement with Dragonfly had been executed. As far as the area with the steep slope, he stated that Pulte gave a stern “no” to repairing the area, as they believe at turnover it met the specifications and has eroded over time. Mr. Franz asked about legal options and Mr. Hammond stated that if the District takes legal action, they would need to hire different counsel and there is not a likely outcome. He added that unless there was a compelling interest he would not vote for the District spending money on this remote area, as he is not convinced of any exposure on this issue. Mr. Evans stated that the area had been certified by SFWMD so there is not a strong case and the slope can be stabilized if SFWMD had issues. Mr. Franz stated that if the SFWMD said the area was in compliance, than the CDD is in compliance. Mr. Evans added there is no active non-compliance issue with the area.

Mr. Evans advised that the deeds were still in Pulte’s name because of the fountain in the lake, but the lakes had all been certified. Mr. Franz noted there was no reason the District should accept transfer of those deeds. Mr. Haber stated that Pulte’s counsel had sent over the proposed deeds. He indicated he could communicate to Pulte that the District’s position is that the area was not constructed to plans and they will not accept the deeds until the bank is repaired. There was a Board consensus to do so.

### **3. Consider Agreement for Somerset Fountains**

This item was tabled.

### **4. Discussion Regarding Plantation Monument Sign**

Mr. Evans advised that Pulte had provided an agreement whereby they have the right to utilize the sign until all sales have been completed and will maintain the sign. Mr. Evans advised Pulte that the sign needed maintenance and added that Pulte would be providing a schedule for maintenance. Mr. Haber indicated that it is an old agreement and provided for 1-year terms that automatically renew. Mr. Hammond noted that at some point Pulte would be out and the District could either market the sign or remove it if there are liability issues.

## **H. NEW BUSINESS**

### **1. Consider Updated Agreement with Clarke Aquatic Services**

Ms. Meneely gave the background on the agreement, stating that it needed to be updated. Mr. Hammond added that he requested to look at alternatives, which were presented in the agenda packet.

Ms. Clemence introduced herself and stated that Clarke Aquatic Services had been working with the District for 8 or 9 years and has offices in Commerce Lakes, right next to the District. She went over the services provided and also the changes to the agreement. She added that they are adjusting their structure so that their staff will be on-site on a weekly basis. Mr. Hammond stated that he found no compelling reason to make a change in service providers. Mr. Hirniak added that Clarke was very responsive to the needs of the District.

A **motion** was made by Mr. Aycok, seconded by Mr. Carr and passed unanimously approving the updated Agreement with Clarke Aquatic Services, as presented.

### **2. Consider Resolution No. 2020-01 – Setting a Public Hearing to Adopt Amended Rules of Procedure**

Resolution No. 2020-01 was presented, entitled:

## **RESOLUTION 2020-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

Mr. Haber went over the rules and recommended setting the Public Hearing.

A **motion** was made by Mrs. Pattison, seconded by Mr. Carr and passed unanimously adopting Resolution No. 2020-01, setting the Public Hearing for May 18, 2020.

#### **L. ADMINISTRATIVE MATTERS**

##### **1. Manager's Report**

Financials – Ms. Meneely briefly went over the financials. Mr. Hammond noted that the District's finances were on track and in order.

Ms. Meneely reminded the Board that the next meeting was scheduled for May 18, 2020, at which time the budget would be presented and that they were looking at setting the Public Hearing for the budget for August 17, 2020.

##### **2. Engineer's Report**

There was no Engineer's Report at this time.

##### **3. Field Inspector's Report**

Mr. Hirniak advised that he was not seeing any unusual conditions that everything looked quite healthy and rainfall was average. He added that he was seeing more and more Brazilian pepper, mostly on the golf course property. Mr. Hammond asked him to coordinate taking care of the issue with Mike Myers.

Mr. Hammond then asked if the issue had been resolved regarding resident concerns of access and notification. Mr. Hirniak stated they had and he was choosing his access more carefully.

#### **J. BOARD MEMBER COMMENTS**

##### **1. Discussion Regarding Duties of Staff Members – Jack Aycock**

Mr. Aycock advised that he had started with the basics of the District and learned quite a bit. He asked about the protocol for calling staff. Mr. Hammond noted the expectation of all Board Members was if they felt an additional cost would be incurred, it should be brought to the Board's attention first. He furthered with explaining the relationship between the District hiring contractors and overseeing of accounts by staff was different from how an HOA operates.

Mr. Aycock then asked if the Board could sit in an arc at future meetings so that Board Member could see each other. Mr. Hammond responded that he did not see the current arrangement as a problem and added that the community's staff arrange the tables and an arc would be difficult with square tables, but that Mr. Aycock could rearrange them however he would like.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Carr, seconded by Mr. Aycock and passed unanimously to adjourn the Regular Board Meeting at 10:48 a.m.

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Secretary/Assistant Secretary

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Chair/Vice-Chair



(Somerset Lakes Four-A, Four-B and Five)

This instrument was prepared without opinion of title by and after recording return to:

Steven M. Falk, Esq.

Falk Law Firm, P.A.

7400 Tamiami Trail North, Suite 103

Naples, Florida 34108

(239) 596-8400

### **ASSIGNMENT OF MAINTENANCE RESPONSIBILITY**

THIS ASSIGNMENT OF MAINTENANCE RESPONSIBILITY is made and entered into as of the day and year set forth below by and between **CENTEX HOMES**, a Nevada general partnership, whose post office address is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (the "Assignor"), and **ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established pursuant to Chapter 190, Florida Statutes, whose post office address is c/o District Manager, Special District Services, Inc., 27499 Riverview Center Blvd., #253, Bonita Springs, FL 34134 ("Assignee").

#### **W I T N E S S E T H :**

WHEREAS, Assignor wishes to assign to Assignee the perpetual maintenance responsibility of the real property described in Exhibit "A" attached hereto and made a part hereof, for the purposes set forth in the plats referenced in Exhibit "A"; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, Assignee is authorized to manage the provision of certain community development systems, facilities and services to property within its jurisdiction; and

WHEREAS, Assignee has agreed to accept the assignment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by this reference.
2. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee the perpetual maintenance responsibility of the real property legally described in Exhibit "A".
3. Assumption. Assignee hereby assumes responsibility for the perpetual maintenance of the real property legally described in Exhibit "A".
4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder or to transfer the rights assigned hereunder.
5. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

7. Law, Venue and Enforcement. This Assignment shall be governed by, and construed and enforced in accordance with Florida law and venue shall lie in Lee County, Florida. The parties agree that in the event either party institutes litigation in order to enforce its rights under the terms of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such litigation, through and including appellate litigation.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth below.

[remainder of page intentionally left blank]



Witnesses:

**CENTEX HOMES**, a Nevada general partnership

By: Centex Real Estate Company, LLC, a Nevada limited liability company, as sole Managing Partner, successor by conversion of Centex Real Estate Corporation, a Nevada corporation

Kathleen Sandage  
Witness Name: KATHLEEN SANDAGE

By: Michael Hueniken  
Michael Hueniken  
Its: Vice President-Land Planning & Development  
Southwest Florida Division

Christopher Hueniken  
Witness Name: CHRISTOPHER HUENIKEN

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8 day of November, 2019, by Michael Hueniken, Vice President-Land Planning & Development, Southwest Florida Division of Centex Real Estate Company, LLC, a Nevada limited liability company, successor by conversion of Centex Real Estate Corporation, a Nevada corporation, as sole Managing Partner of Centex Homes, a Nevada general partnership. He is personally known to me.



Kathleen Sandage  
NOTARY PUBLIC  
Name: KATHLEEN SANDAGE  
My Commission Expires: JANUARY 9, 2023

Witnesses:

**ARBORWOOD COMMUNITY DEVELOPMENT  
DISTRICT**, an independent special district

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

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

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

Its: Chairman

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

STATE OF FLORIDA       )  
COUNTY OF LEE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as Chairman of the Board of Supervisors of Arborwood Community  
Development District, an independent special district. He is (    ) personally known to me or has produced  
\_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public

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

(Type or Print)

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

Tracts "D-13" and "D-14", Somerset at The Plantation Parcel Four-A, according to the plat thereof recorded in Instrument #2014000067605, Public Records of Lee County, Florida.

Tract "D-12", Somerset at The Plantation Parcel Four-B, according to the plat thereof recorded in Instrument #2014000226432, Public Records of Lee County, Florida.

Tracts "D-15", "D-16" and "D-17", Somerset at The Plantation Parcel Five, according to the plat thereof recorded in Instrument #2015000130756, Public Records of Lee County, Florida.

LESS AND EXCEPT all lake fountains located in the parcels of land described in this Exhibit "A".



(Somerset Lakes Four-A, Four-B and Five)

This instrument was prepared without opinion of title by and after recording return to:

Steven M. Falk, Esq.

Falk Law Firm, P.A.

7400 Tamiami Trail North, Suite 103

Naples, Florida 34108

(239) 596-8400

#### **ASSIGNMENT OF LAKE MAINTENANCE AND DRAINAGE EASEMENTS**

This Assignment of Lake Maintenance and Drainage Easements is made as of the date and year set forth below, by and between **CENTEX HOMES**, a Nevada general partnership, whose post office address is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 ("**Assignor**"), and **ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, whose address for purposes hereof is 27499 Riverview Center Boulevard, #253, Bonita Springs, Florida 33134 ("**Assignee**").

#### **WITNESSETH:**

**WITNESSETH**, that the said Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, transfers, and assigns unto Assignee, all of Assignor's right to the following described lake maintenance and drainage easements being in Lee County, State of Florida, to-wit:

All Lake Maintenance Easements and all Drainage Easements held by Centex Homes as dedicated with respect to Tracts "D-13" and "D-14", Somerset at The Plantation Parcel Four-A, according to the plat thereof recorded in Instrument #2014000067605, Public Records of Lee County, Florida.

All Lake Maintenance Easements and all Drainage Easements held by Centex Homes as dedicated with respect to Tract "D-12", Somerset at The Plantation Parcel Four-B, according to the plat thereof recorded in Instrument #2014000226432, Public Records of Lee County, Florida.

All Lake Maintenance Easements and all Drainage Easements held by Centex Homes as dedicated with respect to Tracts "D-15", "D-16" and "D-17", Somerset at The Plantation Parcel Five, according to the plat thereof recorded in Instrument #2015000130756, Public Records of Lee County, Florida.

[remainder of page intentionally left blank]

Witnesses:

**CENTEX HOMES**, a Nevada general partnership

By: Centex Real Estate Company, LLC, a Nevada limited liability company, a sole Managing Partner, successor by conversion of Centex Real Estate Corporation, a Nevada corporation

Kathleen Sandage  
Witness Name: Kathleen Sandage

Christopher Hueniken  
Witness Name: Christopher Hueniken

By: Michael Hueniken  
Michael Hueniken  
Its: Vice President-Land Planning & Development  
Southwest Florida Division

STATE OF FLORIDA                    )  
COUNTY OF LEE                    )

The foregoing instrument was acknowledged before me this 8 day of November, 2019, by Michael Hueniken, as Vice President-Land Planning & Development, Southwest Florida Division, of Centex Real Estate Company, a Nevada limited liability company, successor by conversion of Centex Real Estate Corporation, a Nevada corporation, as sole Managing Partner of Centex Homes, a Nevada general partnership. He is personally known to me.

(SEAL)



Kathleen Sandage  
Notary Public  
Name: KATHLEEN SANDAGE  
(Type or Print)  
My Commission Expires: January 9, 2023

Witnesses:

**ARBORWOOD COMMUNITY DEVELOPMENT  
DISTRICT**, an independent special district

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

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

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

Its: Chairman

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

STATE OF FLORIDA       )  
COUNTY OF LEE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, as Chairman of the Board of Supervisors of Arborwood Community  
Development District, an independent special district. He is (    ) personally known to me or has produced  
\_\_\_\_\_ as identification and did take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public

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

(Type or Print)

My Commission Expires:\_\_\_\_\_



**AGREEMENT BETWEEN THE  
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
AND CENTEX HOMES FOR LAKE BANK REPAIR AND POND CONVEYANCE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of June, 2020, by and between:

**Arborwood Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida, and with offices at 27499 Riverview Center Boulevard, Suite #253, Bonita Springs, Florida 34134 (hereinafter “**District**”), and

**Centex Homes**, a Nevada general partnership, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (the “**Centex**”).

**RECITALS**

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

**WHEREAS**, Centex owns those certain lakes more particularly identified on **Exhibit A** (the “Lakes”); and;

**WHEREAS**, Centex desires to convey the Lakes, and related easements and maintenance obligations, to the District pursuant to the *Special Warranty Deed, Assignment of Lake Maintenance and Drainage Easement, and Assignment of Maintenance Responsibility* (collectively the “Conveyance Documents”), attached hereto as **Exhibit B**; and

**WHEREAS**, the lake more particularly described as Tract D-12, Somerset at The Plantation Parcel Four-B, which is one of the Lakes, has a bank with a slope of 2:1 instead of the required 4:1 slope (the “Steep Slope”); and

**WHEREAS**, District is willing to accept the conveyance of the Lakes pursuant to the Conveyance Documents subject to Centex repairing the Steep Slope and the District’s engineer’s execution of the certification attached hereto as **Exhibit C** (the “Certification”).

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. REPAIR OF THE STEEP SLOPE AND CONVEYANCE OF THE LAKES.** Centex shall repair the Steep Slope (the “Repair”) within \_\_\_\_ days of the date of this Agreement. Subsequent to the completion of the Repair, the District shall inspect the Repair. If the Repair

was completed to the satisfaction of the District's Engineer and upon the District's receipt of the executed Certification, the District shall execute and accept the Conveyance Documents.

**SECTION 3. LIENS AND CLAIMS.** Centex shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Centex shall keep the Lakes free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Centex's performance under this Agreement, and Centex shall immediately discharge any such claim or lien.

**SECTION 4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance; provided, however, neither party shall be liable to the other for special, incidental, punitive, exemplary or consequential damages, even if advised of the possibility of such damages. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 5. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Centex is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 6. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Centex relating to the subject matter of this Agreement.

**SECTION 7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Centex.

**SECTION 8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Centex, both the District and Centex have complied with all the requirements of law, and both the District and Centex have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 9. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, as follows:

<b>A. If to the District:</b>	Arborwood Community Development District 27499 Riverview Center Blvd., Suite #253 Bonita Springs, Florida 34134 Attn: District Manager
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<b>With a copy to:</b>	Hopping Green & Sams, P.A.
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119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Centex:**

Centex Homes  
24311 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134  
Attn: \_\_\_\_\_

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

**SECTION 10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Centex and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Centex any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Centex and their respective representatives, successors and assigns.

**SECTION 11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lee County, Florida.

**SECTION 12. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Centex understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Centex agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Centex acknowledges that the designated public records custodian for the District is its District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Centex shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3)

ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Centex does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Centex's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Centex, Centex shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CENTEX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CENTEX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922 OR 27499 RIVERVIEW CENTER BOULEVARD, SUITE #253, BONITA SPRINGS, FLORIDA 34134.**

**SECTION 13. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

**SECTION 15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

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

Attest:

**ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**CENTEX HOMES**, a Nevada general partnership  
By: Centex Real Estate Company, LLC, a  
Nevada limited liability company, as sole Managing  
Partner, successor by conversion of Centex Real  
Estate Corporation, a Nevada corporation

\_\_\_\_\_  
(Signature of Witness)

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

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

\_\_\_\_\_  
(Print Name of Witness)

**EXHIBIT A:** Description of the Lakes

**EXHIBIT B:** Conveyance Documents

**EXHIBIT C:** Certification

**Exhibit A**  
Description of the Lakes

Tracts “D-13” and “D-14,” Somerset at the Plantation Parcel Four-A, according to the plat thereof recorded in Instrument #2014000067605, Public Records of Lee County, Florida.

Tract “D-12,” Somerset at the Plantation Parcel Four-B, according to the plat thereof recorded in Instrument #2014000226432, Public Records of Lee County, Florida.

Tracts “D-15,” “D-16” and “D-17,” Somerset at the Plantation Parcel Five, according to the plat thereof recorded in Instrument #2015000130756, Public Records of Lee County, Florida.

**Exhibit B**  
Conveyance Documents

**Exhibit C**  
Certification

**ENGINEER CERTIFICATE FOR CONVEYANCE OF STORMWATER  
IMPROVEMENTS  
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**

June \_\_\_\_, 2020

Arborwood Community Development District  
Special District Services, Inc.  
27499 Riverview Center Blvd., #253  
Bonita Springs, Florida 34134

Re: Engineer Certificate for Conveyance of Stormwater Improvements  
Arborwood Community Development District (the "District")

I, Joshua R. Evans, P.E., of J.R. Evans Engineering, P.A., (the "**Engineer**"), hereby make the following certifications in connection with the District's acceptance of those certain stormwater improvements described on Exhibit A ("**Improvements**").

The undersigned, an authorized representative of the Engineer, hereby certifies that:

- I. I have inspected the Improvements. I have further reviewed certain documentation relating to the Improvements, including but not limited to, agreements, plats, plans, and other documents.
- II. The Improvements have been inspected by the record engineer to verify that the Improvements were constructed in conformity with the plans and specifications therefor and in accordance with law and the Improvements were properly certified to the City of Ft. Myers and the South Florida Water Management District by the record engineer.
- II. Based on my visual inspection of the Improvements, and subject to the lake bank erosion areas-identified in the inspection reports I have previously provided to the District, the Improvements are in good condition and consistent with the plans and specifications therefor and in accordance with law.
- III. Based on my visual inspection, and subject to the lake bank erosion areas-identified in the inspection reports I have previously provided to the District, all components and other facilities necessary in connection with the Improvements have been constructed, acquired, and installed in accordance with the specifications therefore, are capable of performing the functions for which they were intended.



IV. With this document, I hereby certify that it is appropriate at this time to transfer the Improvements to the District for ownership, and operation and maintenance responsibilities.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

Dated: \_\_\_\_\_

Exhibit A to Certification

**AGREEMENT BETWEEN THE  
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT AND  
SOMERSET AT THE PLANTATION COMMUNITY ASSOCIATION, INC.,  
REGARDING FOUNTAINS**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

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

**Somerset at the Plantation Community Association, Inc.**, a Florida not-for-profit corporation (hereinafter "**Association**").

**RECITALS**

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

**WHEREAS**, Centex Homes as Declarant and Developer of Somerset at the Plantation desires to convey the ponds and related stormwater improvements described on Exhibit A (the “Ponds”) to the District for the District’s ownership, operation, and maintenance; and

**WHEREAS**, Centex Homes stated it intends on gifting to the Association certain fountains Centex Homes installed in the Ponds (the “**Fountains**”); and

**WHEREAS**, Association is contemplating acceptance of ownership of the Fountains, as personal property of the Association; and

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

**WHEREAS**, in exchange for Association’s agreement to operate and maintain the fountains in accordance with the terms and conditions set forth herein, the District is willing to allow Association to keep the Fountains in the Ponds, once the District takes title to the Ponds.

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

**1. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. Ownership, Operation and Maintenance of the Fountains.** If Association accepts the gift of Fountains from Centex Homes, Association shall be the owner of the Fountains. To

such end, the District and Association expressly acknowledge and agree that notwithstanding any provision to the contrary within any documentation conveying any interest of Centex Homes in the Ponds, that no interest in the Fountains is or is intended to be conveyed by Association such that all legal and equitable ownership of the Fountains shall at all times remain vested in Association. In connection with such ownership, Association shall operate and maintain the Fountains in accordance with its Community-wide standards. Association shall be responsible for all costs related to the ownership, operation, maintenance, repair, replacement and removal of the Fountains. Association shall have the sole right and authority to determine the Fountain's operation schedule, provided, however, that, Association agrees to temporarily turn off the Fountains within five (5) days of its receipt of written notice from the District that the Fountains need to be temporarily turned off in order to allow the District to fulfill its obligations to operate, maintain or repair the Ponds or related stormwater improvements.

**3. Removal of the Fountains.** Association agrees to permanently remove the Fountains within thirty (30) days of its receipt of written notice with evidentiary support from the District that the Fountains are: 1) adversely impacting the District's ability to operate, maintain or repair the Ponds and related stormwater improvements on an on-going basis; or 2) causing a material defect to the Ponds or related stormwater improvements. Association shall be responsible for all costs associated with the removal of the Fountains and, subsequent to the removal, Association agrees to return the Ponds and any other property impacted by the removal of the Fountains to the same condition that existed prior to the removal, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures. Should Association fail to timely remove the Fountains pursuant to a removal request under this Section Three, the District shall have the right, but not the obligation, to undertake such removal and Association shall be responsible to reimburse the District for all costs associated with the removal within ten (10) days following receipt of written demand therefore from the District.

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

**4. Indemnification.**

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

officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the ownership, operation, maintenance or the Association's voluntary removal of the Fountains by Association and/or its employees, agents, representatives, contractors, subcontractors or others acting on its behalf.

- b. Association's obligations under this section shall include the payment of all settlements, judgments, damages (but not including consequential, special or punitive damages), liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, expert witness fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. Association agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants, limitations on liability contained in section 768.28, Florida Statutes or other law.

**5. Default.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

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

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

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

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

**10. Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to District:** Arborwood Community Development District  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel
- B. If to Association:** Somerset at the Plantation Association, Inc. 10401  
Dartington Drive  
Fort Myers, FL 33913  
Attn: President HOA
- With a copy to:** Knott Ebelini Hart  
1625 Hendry Street  
Suite 301  
Fort Myers, FL 33901  
Attn: Thomas B. Hart

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

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

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

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

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

**15. Public Records.** Association understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

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

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

Attest:

**ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**SOMERSET AT THE PLANTATION  
COMMUNITY ASSOCIATION, INC.**

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

Name: Lynn Sullivan President

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

Exhibit A: Description of the Ponds



# PASSARELLA & ASSOCIATES<sup>INC.</sup>

**TO:** Arborwood Community Development District Board

**FROM:** Mike Myers *mm/JP*

**DATE:** June 10, 2020

**RE:** Arborwood – Collier County Mitigation Parcel  
2017/2019 Exotic Review Summary  
Project No. 02WCO749

In April 2017, the Arborwood Community Development District (CDD) awarded Aquatic Weed Control (AWC) the contract for exotic maintenance on the 1,700± acre Collier County Mitigation Parcel (CCMP). Since then, AWC has conducted eight major treatment events, with each event occurring over several days. A schedule of the CCMP exotic treatment events and follow-up site inspections is provided in Table 1 attached. Also attached are six photographs taken of some of the treated exotics during the most recent May 2020 inspection.

## CCMP Exotic Work Timeline and Summary

**August 5, 2016** – A site inspection of the CCMP was conducted with CDD Board representative Gary Franz, Woods and Wetlands (Pat Summerall), and Passarella & Associates, Inc. (PAI) (Mike Myers). During the site review, numerous wetland areas were visited that had been invaded by Wright's nutrush (*Scleria lacustris*). Wright's nutrush is a Category I invasive exotic according to the Florida Exotic Pest Plant Council's List of Invasive Plant Species. In addition to the Wright's nutrush, other problematic species noted for the site were Brazilian pepper (*Schinus terebinthifolius*), melaleuca (*Melaleuca quinquenervia*), Old World climbing fern (*Lygodium microphyllum*), air potato (*Discorea bulbifera*), cogon grass (*Imperata cylindrica*), caesarweed (*Urena lobata*), and cattail (*Typha latifolia*). A memo dated August 15, 2016 summarizing the results of this site review was previously provided to the CDD.

**May 1-14, 2017** – AWC performed initial exotic treatment events during the first two weeks of May primarily for WN, based on PAI's updated 2017 Exotic Locations and Acreage Map. Other species treated included cattail and common reed (*Phragmites australis*).

**June 18, 2017** – In mid-June, PAI conducted a follow-up review of the Wright's nutrush and cattail treatment areas (identified in green and blue on the map, respectively) and found the work had been performed satisfactorily. This resulted in half of the budget being invoiced.

**November 28, 2017** – A meeting was conducted with Les Stephens of AWC. We discussed splitting the second half of the budget into two sessions. The first session would concentrate its



effort in the uplands, which could be done before the year's end and while there was still standing water in the wetlands. The upland work would concentrate on the treatment of exotics, such as Brazilian pepper, caesarweed, air potato, Old World climbing fern, and cogon grass. The second session would take place in the first quarter of 2018, after the wetland's water levels had dropped. During this session, those areas previously treated for Wright's nutrush would be reviewed and treated again, as needed. Also, any new Wright's nutrush areas encountered would be treated.

**December 18-29, 2017** – As discussed in November, AWC performed the first exotic treatment session in various slash pine (*Pinus elliottii*) and live oak (*Quercus virginiana*) habitats on-site, based on PAI's updated 2017 Exotic Locations and Acreage Map. Most of this effort was concentrated in the southeast corner of the property, and the north-central portion of the site.

**January 5, 2018** – PAI conducted a follow-up review of the treated upland areas (identified as orange on the map). The main emphasis on treatment in these areas was for Brazilian pepper; however, other species such as caesarweed, air potato, melaleuca, and cogon grass were also treated when encountered. Following the site review, the work was found to have been satisfactorily completed.

**March 1-9, 2018** – AWC conducted the second session of the exotic treatment as discussed in November 2017. This treatment event concentrated its effort in the wetlands that had previously been treated for Wright's nutrush, plus treated any newly emerged areas noted (identified as green on the map).

**March 16, 2018** – PAI conducted a site review and found all of the areas satisfactorily treated, except for one large wetland located toward the north-central portion of the property. I made Les Stephens aware of this area and he confirmed he would send a crew out in the near future to treat this area. On March 23 and 26, 2018, AWC went back to the property to treat it.

**March 23 and 26, 2018** – AWC conducted a follow up treatment on the north-central marsh/wet prairie area that had been missed, per their map showing all the areas that had been treated.

**April 3, 2018** – PAI conducted a follow-up review of the wetland area previously missed by AWC and found the work had been satisfactorily completed. This completed the treatment events for the 2017/2018 fiscal year. A memo with photographs and a map of treatment areas was provided to the CDD Board on May 10, 2018.

**December 11-20, 2018** – AWC conducted the first session of exotic treatment under their 2018/2019 contract. The exotic treatment concentrated on Brazilian pepper and common reed located primarily on the eastern one-third of the property. The Brazilian pepper was scattered throughout some upland islands and on spoil piles found along canal ditches that extend through the pasturelands. Per discussion during this time period with Les Stephens of AWC, it was noted that the main gate located off County Road 846 East could no longer be utilized due to the culvert's collapse under the access road that crossed the northern ditch that parallels CR 846. As

a result, AWC put a new lock on the gate located 0.8 mile down Dupree Grade, which runs along the west side of the CCMP. This gate will be used for future access and PAI was provided a copy of the key for the lock to allow future access to the property.

**January 29, 2019** – PAI reviewed the AWC treatments conducted during mid-December and found the work had been successfully completed. A memo with photographs and a map of the treatment areas was provided to the CDD board on March 7, 2019.

**April/May 2019** – AWC conducted their second and final session under their 2018/2019 contract. The exotic treatment concentrated on Wright's nutrush, common reed, cattails, and cogon grass. The main emphases during this event was the retreatment of Wright's nutrush areas previously sprayed that showed the emergence of new growth on the eastern side of the property, along with the treatment of smaller areas it had invaded on the southwest side of the site.

**May 17, 2019** – PAI and Jack Aycock reviewed the AWC treatments conducted during their April/May treatment event and found the work had been successfully completed. A memo with photographs and a map of the treatment areas was provided to the CDD board following their July 14, 2019 meeting.

**December 11-27, 2019** – AWC conducted their first annual treatment session under the 2019/2020 contract. The exotic treatment concentrated on Wright's nutrush, common reed, Brazilian pepper, Old World climbing fern, and cogon grass. The main emphases during this event was the treatment of Brazilian pepper, mainly in the north-central portions of the property; common reed, in the southwestern quarter of the site; and scattered pockets of cogon grass on the western half of the parcel.

**January 10 and 17, 2020** – PAI initiated a site review on January 10, but prolonged rains resulted in the review needing to be completed on January 17. Pursuant to completion of the review, most of the areas were satisfactorily treated. A few scattered Brazilian pepper trees remained. I made Les Stephens aware of this and he confirmed he would send a crew out in the near future to treat the Brazilian pepper trees once he receives our map. We also discussed the next treatment event occurring in April/May.

**April 16-29, 2020** – AWC conducted their second, and final, annual treatment session under the 2019/2020 contract. The exotic treatment included: paragrass, Wright's nutrush, common reed, Brazilian pepper, and cattails. The main emphases during this event, due to dry conditions on-site, was the treatment of newly emerging Wright's nutrush, common reed, and cattails in marsh areas around the property. Additionally, the central and southern portions of the property were treated for Brazilian pepper and paragrass.

**May 22, 2020** – PAI conducted a site review on May 22, 2020. Most of the areas were satisfactorily treated. A few scattered Brazilian pepper trees remained. I made Les Stephens aware of this and he confirmed he would send a crew out to treat the Brazilian pepper once he receives our map. The next treatment would be conducted in December 2020 under the

Arborwood CDD Board

June 10, 2020

Page 4

2020/2021 budget. Les and I did discuss a cost reduction to \$80,000 for next year's budget, which was agreeable to AWC.

MM/pz

Enclosures

# ARBORWOOD - COLLIER COUNTY MITIGATION PARCEL EXOTIC TREATMENT TIMELINE AND SUMMARY

June 2020

**Table 1. Exotic Treatment Timeline and Summary**

Date	Activity
August 5, 2016	Site review with Community Development District (CDD) Board representative.
April 2017	Aquatic Weed Control (AWC) won the bid for the 2017/2018 year (Bid: \$111,000).
May 2017 (first two weeks)	AWC performed exotic treatment, particularly for Wright's nutrush.
June 18, 2017	Passarella & Associates, Inc. (PAI) inspected; treatment work looked good.
November 28, 2017	PAI (Mike Myers) met with Les Stephens of AWC and discussed splitting the second half of the contract into two treatment sessions: 2/3 concentrated in uplands and 1/3 in wetlands.
December 2017 (last two weeks)	AWC conducted treatments in the uplands for Brazilian pepper, Old World climbing fern, cogon grass, and melaleuca.
January 5, 2018	PAI conducted a site review. Areas treated looked good.
March 2018 (first week)	AWC conducted treatments in wetlands for Wright's nutrush.
March 16, 2018	PAI conducted a site review. All areas looked good except for one marsh area, which I requested they hit again.
March 23 and 26, 2018	AWC conducted a Wright's nutrush treatment in the north-central wetland.
April 3, 2018	PAI conducted a site review of the north-central wetland; treatment looked good.
December 2018 (2 <sup>nd</sup> and 3 <sup>rd</sup> weeks)	AWC conducted treatment for Brazilian pepper along berms and forested areas and phragmites treatment on east side of site.
January 29, 2019	PAI conducted a site review. Areas treated looked good.
April/May 2019 (last and first weeks)	AWC conducted treatment for Wright's nutrush, cattails, cogon grass, and phragmites.
May 17, 2019	PAI conducted a site review with Jack Aycock. Areas treated looked good.
December 2019 (last two weeks)	AWC conducted treatments for Wright's nutrush, cogon grass, Brazilian pepper, Old World climbing fern, and phragmites around the site. (Price reduced to \$90,000 for 2019/2020 fiscal year).
January 10 and 17, 2020	PAI conducted site reviews. Most areas looked good but some retreatment in a few areas for Brazilian pepper requested.

**Table 1. (Continued)**

Date	Activity
April 16-29, 2020	AWC conducted treatments for paragrass, Wright's nutrush, common reed, Brazilian pepper, and cattail (Price reduced to \$80,000 for 2020/2021 fiscal year.)
May 22, 2020	PAI conducted a site review. Most areas looked good but retreatment in a few areas for Brazilian pepper and common reed were requested and will be completed shortly.





Photograph 1. Treated Paragrass (May 22, 2020)



Photograph 2. Cut and treated Brazilian Pepper (May 22, 2020)





Photograph 3. Treated Wright's Nutrush (May 22, 2020)



Photograph 4. Treated Wright's Nutrush (May 22, 2020)





Photograph 5. Treated Cattails (May 22, 2020)



Photograph 6. Treated Cattails (May 22, 2020)



**WOODS AND WETLANDS INC**

**PROPOSAL**

November 15, 2019

**PROJECT:** Arborwood Preserve Exotic Vegetation Control  
**CLIENT:** ARBORWOOD CDD

**SCOPE OF WORK**

Woods and Wetlands Inc will provide the labor, equipment, materials and supplies to perform 1 year of semi-annual exotic non-native vegetation control events at the 4 conservation areas of 23.30 AC +/- total formed by CA-1 through CA-4 at the site known as Arborwood Preserve (fka Parcel C) in Lee County, FL. The events will include the treatment of all Category I and II species listed on the current Florida Exotic Pest Plant Council's list of Invasive Species. Woody and herbaceous species will be killed-in-place by the appropriate method, herbicide treated and left to naturally decompose.

**DATE AND PRICE OF WORK**

2020                      Semi-annual events (2 events per year)    Dates TBD                      \$ 5,400.00 per event

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

**TERMS AND CONDITIONS**

Invoices are due and payable upon receipt. Prices are valid for 30 days. This Proposal becomes an Agreement when signed by both parties and modifications or services not specifically included by reference herein will be effected only by Change Order(s) agreed to and signed by an authorized representative of each party and will be charged as additional services to the Client. This Proposal/Agreement shall be interpreted according to the laws of the State of Florida.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ARBORWOOD CDD

WOODS AND WETLANDS INC

\_\_\_\_\_

\_\_\_\_\_

**18731 Durrance RD North Fort Myers, FL 33917**  
**T 239 567 1857 [info@woodsandwetlands.com](mailto:info@woodsandwetlands.com) F 239 567 0932**



## Proposal

December 13, 2019

**PROJECT:** ARBORWOOD PRESERVES – SUPPLEMENTAL PLANTING  
**CLIENT:** ARBORWOOD CDD

### SCOPE OF WORK

Woods and Wetlands Inc. will provide the labor, materials, and equipment for a one-time planting event within two conservation areas at Arborwood in Ft. Myers, FL.

Common Name	Container Size	Quantity	Unit Price	Total
Bald Cypress	3 gal	118	\$9.00	\$1,062.00
Laurel Oak	3 gal	73	\$9.00	\$657.00
Cordgrass	2 in	730	\$0.99	\$722.70
Muhlygrass	2 in	600	\$0.99	\$594.00
Sawgrass	2 in	395	\$0.99	\$391.05
				\$3,426.75

### DATE AND PRICE OF WORK

June 2020 Total- **\$3,426.75**

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

### TERMS AND CONDITIONS

Invoices are due and payable upon receipt. Prices valid for 30 days. This Proposal becomes an Agreement when signed by both parties. Modifications or services not specifically included by reference herein will be effected only by Change Order(s) agreed to and signed by an authorized representative of each party to this Agreement and will be charged as additional services to the client. This Proposal/Agreement shall be interpreted according to the laws of the State of Florida.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ARBORWOOD CDD**

**WOODS AND WETLANDS INC.**

\_\_\_\_\_

\_\_\_\_\_

**TITLE**

**TITLE**

\_\_\_\_\_

\_\_\_\_\_

## RESOLUTION 2020-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Arborwood Community Development District (“**District**”) prior to June 15, 2020, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: \_\_\_\_\_, 2020

HOUR: \_\_\_\_\_ 9:00 a.m. \_\_\_\_\_

LOCATION: Amenity Center Community at Somerset  
at the Plantation  
10401 Dartington Drive  
Fort Myers, Florida 33913

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed

Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

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

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF June, 2020.**

ATTEST:

**ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

# Arborwood Community Development District

**Proposed Budget  
Fiscal Year 2020/2021  
October 1, 2020 - September 30, 2021**

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# ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

## Budget Revenue & Expense Descriptions

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### REVENUES

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- 1 **GENERAL FUND ON ROLL ASSESSMENTS**  
All assessments placed on the tax roll for Operations & Maintenance.
- 2 **GENERAL FUND DIRECT BILL ASSESSMENTS**  
Individual parcels not placed on the tax roll are billed directly by mail for Operations & Maintenance.
- 3 **DEBT ON ROLL ASSESSMENTS - SERIES 2014A-1**  
Debt Assessments collected via the property tax roll for Series 2014 A-1 Bond.
- 4 **DEBT DIRECT BILL ASSESSMENTS - SERIES 2014A-1**  
Debt Assessments collected via direct billing for Series 2014 A-1 Bond.
- 5 **DEBT ON ROLL ASSESSMENTS - SERIES 2014A-2**  
Debt Assessments collected via the property tax roll for Series 2014 A-2 Bond.
- 6 **DEBT DIRECT BILL ASSESSMENTS - SERIES 2014A-2**  
Debt Assessments collected via direct billing for Series 2014 A-2 Bond.
- 7 **DEBT DIRECT BILL ASSESSMENTS - SERIES 2014B**  
Debt Assessments collected via direct billing for Series 2014 A-2 Bond.
- 8 **DEBT ON ROLL ASSESSMENTS - SERIES 2018**  
Debt Assessments collected via the property tax roll for Series 2018 Bond.
- 9 **DEBT DIRECT BILL ASSESSMENTS - SERIES 2018**  
Debt Assessments collected via direct billing for Series 2018 Bond.
- 10 **MISCELLANEOUS REVENUE**  
Any Item that does not fall into the other income categories.
- 11 **GENERAL FUND INTEREST INCOME**  
Any interest earned on the general fund balance is recorded in this category.
- 12 **GENERAL FUND OTHER REVENUES**  
This is usually carry over funds from a prior year.

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### EXPENDITURES

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- 13 **PAYROLL TAX EXPENSE**  
For taxes associated with the payroll to supervisors.
- 14 **SUPERVISOR FEES**  
Fees paid to supervisors for their service to the District.
- 15 **ENGINEERING**  
State statute requires the District to have an engineer and pay for his or her services.
- 16 **MANAGEMENT**  
State statute requires the District to have a manager and pay for his or her services.
- 17 **LEGAL**  
State statute requires the District to have an attorney and pay for his or her services.
- 18 **ASSESSMENT ROLL**  
The cost to prepare the assessment roll and submit it to the county tax collector.
- 19 **ANNUAL AUDIT**

# ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

## Budget Revenue & Expense Descriptions

State statute requires the District to have financial statements audited yearly.

20 **ARBITRAGE REBATE FEE**

This is a bond requirement related to the tax exempt status of the bonds.

21 **INSURANCE**

The District has a liability insurance policy that protects the supervisors and staff acting on the district's behalf.

22 **LEGAL ADVERTISING**

State statute requires the District to advertise meetings in advance.

23 **MISCELLANEOUS**

Any item that does not fit into a category already established.

24 **POSTAGE**

Any packages/letters sent on behalf of the district. Proposals, certified mail, etc. are charged to this category.

25 **OFFICE SUPPLIES**

This is mainly paper and ink cost related to any printed documents for the district.

26 **DUES & SUBSCRIPTIONS**

An annual due is required to pay to the state.

27 **TRUSTEE FEES**

Fees paid to the Bank Trustee responsible for the Bond bank accounts.

28 **CONTINUING DISCLOSURE FEE**

These are reports we have to file with the SEC related to any bonds.

29 **AMORTIZATION SCHEDULES**

This is the fee we are charged by either a trustee or financial advisor if we have to reamortize the bonds due to a prepayment.

30 **WEBSITE**

State statute requires the District to have a public website. This is the cost to run and host the website.

31 **PROFESSIONAL FEE & PERMITS**

Permit, survey, etc, cost related to maintenance or construction.

32 **ELECTRICITY**

Electric cost related to District owned equipment, i.e. wells, fountain pumps, etc.

33 **TREELINE PRESEVE MAINT - EXOTICS**

Removal of exotics annually

34 **DRI TRAFFIC MONITORING**

Bi-annual monitoring of traffic counts to verify actual traffic does not exceed design capacity

2

35 **ENVIROMENTAL CONSULTING - PASSARELLA**

Ecological consultant and management of preserve maintenance

36 **PANTHER MITIGATION MAINT - EXOTICS**

Panther mitigation is an offsite parcel that is required to have the exotics removed on an annual basis as consistent with the ACOE Permit

37 **STREET LIGHTING - UTILITY & MAINT**

Maintenance on district owned streetlights

38 **CAPITAL OUTLAY - SMALL**

Small, miscellaneous construction related to district improvements.

39 **COUNTY APPRAISER & TAX COLLECTOR FEE**

Fees charged to the District by the County Appraiser and Tax Collector for collecting the District's NAV Assessments.



## ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

### Budget Revenue & Expense Descriptions

- 40 **FLOWWAY MAINT**  
Removal of plant material of east/west ditch on an annual basis to improve conveyance
- 41 **MITIGATION MONITORING - (PARCEL C ONLY)**  
Inspection of the preserve located in Parcel C
- 42 **PRESERVE MAINT - (PARCEL C ONLY)**  
Removal of exotics in Parcel C preserves
- 43 **LAKE MAINT - AQUATIC CONTROL MAINT- (SOMERSET ONLY)**  
Maintenance of aquatic vegetation in Somerset lakes
- 44 **LAKE MAINT - EROSION MAINT- (SOMERSET ONLY)**  
Maintenance of lake banks from erosion in Somerset lakes
- 44 **PRESERVE MAINT - (SOMERSET ONLY)**  
Removal of exotics annually in the preserve in Somerset
- 45 **FIELD INSPECTOR - (SOMERSET ONLY)**  
Staff person for public relations and coordination of maintenance
- 46 **STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)**  
Inspection and maintenance of the stormwater drainage pipes in Somerset
- 47 **STORMWATER DRAINS INS & MAINT - (BRIDGETOWN ONLY)**  
Inspection of the stormwater drainage pipes in Bridgetown and submitting report to Bridgetown HOA
- 48 **DEBT PAYMENT (2014)**  
Total Interest and Principal Payment for the year for all the Parcel C Series 2014 Bonds
- 49 **DEBT PAYMENT (2018)**  
Total Interest and Principal Payment for the year for all parcels except C for the Series 2018 Bonds
- 50 **MISCELLANEOUS DEBT EXPENSE**  
Any debt expense other than the regularly scheduled principal and interest payments
- 51 **DISCOUNTS FOR EARLY PAYMENTS**  
4% buffer to cover for all residents you pay early and receive a discount off their property tax bill, which can be up to 4%

**PROPOSED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**TOTAL**  
**FISCAL YEAR 2020/2021**  
**October 1, 2020 - September 30, 2021**

<b>REVENUES</b>	<b>TOTAL</b>
GENERAL FUND ON ROLL ASSESSMENT	502,660
GENERAL FUND DIRECT BILL ASSESSMENT - PULTE	0
GENERAL FUND DIRECT BILL ASSESSMENT - GL HOMES	0
GENERAL FUND DIRECT BILL ASSESSMENT - WCI	14,037
DEBT ON ROLL ASSESSMENT	3,116,749
DEBT DIRECT BILL ASSESSMENT - PULTE	0
DEBT DIRECT BILL ASSESSMENT - GL HOMES	0
DEBT DIRECT BILL ASSESSMENT - WCI	519,657
DEBT DIRECT BILL ASSESSMENT - OTHER	0
OTHER INCOME / CARRYOVER BALANCE	0
<b>Total Revenues</b>	<b>\$ 4,153,103</b>
<b>EXPENDITURES</b>	
PAYROLL TAX EXPENSE	880
SUPERVISOR FEES	11,000
ENGINEERING	32,500
MANAGEMENT	36,936
LEGAL	23,500
ASSESSMENT ROLL	5,000
ANNUAL AUDIT	5,600
ARBITRAGE REBATE FEE	2,500
INSURANCE	12,500
LEGAL ADVERTISING	5,500
MISCELLANEOUS	4,000
POSTAGE	1,300
OFFICE SUPPLIES	2,300
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	31,000
CONTINUING DISCLOSURE FEE	4,000
AMORTIZATION SCHEDULE	500
WEBSITE	1,500
PROFESSIONAL FEE & PERMITS	1,500
ELECTRICITY	200
TREELINE PRESEVE MAINT - EXOTICS	7,500
DRI TRAFFIC MONITORING	0
ENVIROMENTAL CONSULTING - PASSARELLA	20,000
PANTHER MITIGATION MAINT - EXOTICS	80,000
STREET LIGHTING - UTILITY & MAINT	14,000
CAPITAL OUTLAY - SMALL	1,000
COUNTY APPRAISER & TAX COLLECTOR FEE	10,000
FLOWWAY MAINT	4,600
MITIGATION MONITORING - (PARCEL C ONLY)	6,200
PRESERVE MAINT - (PARCEL C ONLY)	10,800
LAKE MAINT - (SOMERSET ONLY)	46,100
LAKE BANK EROSION MAINT - (SOMERSET ONLY)	32,500
PRESERVE MAINT - (SOMERSET ONLY)	35,000
INSPECTOR - (SOMERSET ONLY)	24,000
STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)	20,000
STORMWATER DRAINS INS - (BRIDGETOWN ONLY)	2,500
<b>Total Expenditures</b>	<b>\$ 496,591</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 3,656,512</b>
DEBT PAYMENTS (2014)	(979,011)
DEBT PAYMENTS (2018)	(2,532,725)
MISCELLANEOUS DEBT EXPENSE	0
<b>BALANCE</b>	<b>\$ 144,776</b>
DISCOUNTS FOR EARLY PAYMENTS	(144,776)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>

**PROPOSED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**DETAILED TOTAL**  
**FISCAL YEAR 2020/2021**  
**October 1, 2020 - September 30, 2021**

	GENERAL FUND	DEBT - SERIES 2014		DEBT - SERIES 2018	
		A-1 & A-2	B	A-1 & A-2	TOTAL
<b>REVENUES</b>					
GENERAL FUND ON ROLL ASSESSMENT	502,660	0	0	0	502,660
GENERAL FUND DIRECT BILL ASSESSMENT - PULTE	0	0	0	0	0
GENERAL FUND DIRECT BILL ASSESSMENT - GL HOMES	0	0	0	0	0
GENERAL FUND DIRECT BILL ASSESSMENT - WCI	14,037	0	0	0	14,037
DEBT ON ROLL ASSESSMENT	0	478,494	0	2,638,255	3,116,749
DEBT DIRECT BILL ASSESSMENT - PULTE	0	0	0	0	0
DEBT DIRECT BILL ASSESSMENT - GL HOMES	0	0	0	0	0
DEBT DIRECT BILL ASSESSMENT - WCI	0	131,187	388,470	0	519,657
DEBT DIRECT BILL ASSESSMENT - OTHER	0	0	0	0	0
OTHER INCOME / CARRYOVER BALANCE	0	0	0	0	0
<b>Total Revenues</b>	<b>\$ 516,697</b>	<b>\$ 609,681</b>	<b>\$ 388,470</b>	<b>\$ 2,638,255</b>	<b>\$ 4,153,103</b>
<b>EXPENDITURES</b>					
PAYROLL TAX EXPENSE	880	0	0	0	880
SUPERVISOR FEES	11,000	0	0	0	11,000
ENGINEERING	32,500	0	0	0	32,500
MANAGEMENT	36,936	0	0	0	36,936
LEGAL	23,500	0	0	0	23,500
ASSESSMENT ROLL	5,000	0	0	0	5,000
ANNUAL AUDIT	5,600	0	0	0	5,600
ARBITRAGE REBATE FEE	2,500	0	0	0	2,500
INSURANCE	12,500	0	0	0	12,500
LEGAL ADVERTISING	5,500	0	0	0	5,500
MISCELLANEOUS	4,000	0	0	0	4,000
POSTAGE	1,300	0	0	0	1,300
OFFICE SUPPLIES	2,300	0	0	0	2,300
DUES & SUBSCRIPTIONS	175	0	0	0	175
TRUSTEE FEES	31,000	0	0	0	31,000
CONTINUING DISCLOSURE FEE	4,000	0	0	0	4,000
AMORTIZATION SCHEDULE	500	0	0	0	500
WEBSITE	1,500	0	0	0	1,500
PROFESSIONAL FEE & PERMITS	1,500	0	0	0	1,500
ELECTRICITY	200	0	0	0	200
TREELINE PRESEVE MAINT - EXOTICS	7,500	0	0	0	7,500
DRI TRAFFIC MONITORING	0	0	0	0	0
ENVIROMENTAL CONSULTING - PASSARELLA	20,000	0	0	0	20,000
PANTHER MITIGATION MAINT - EXOTICS	80,000	0	0	0	80,000
STREET LIGHTING - UTILITY & MAINT	14,000	0	0	0	14,000
CAPITAL OUTLAY - SMALL	1,000	0	0	0	1,000
COUNTY APPRAISER & TAX COLLECTOR FEE	10,000	0	0	0	10,000
FLOWWAY MAINT	4,600	0	0	0	4,600
MITIGATION MONITORING - (PARCEL C ONLY)	6,200	0	0	0	6,200
PRESERVE MAINT - (PARCEL C ONLY)	10,800	0	0	0	10,800
LAKE MAINT - (SOMERSET ONLY)	46,100	0	0	0	46,100
LAKE BANK EROSION MAINT - (SOMERSET ONLY)	32,500	0	0	0	32,500
PRESERVE MAINT - (SOMERSET ONLY)	35,000	0	0	0	35,000
INSPECTOR - (SOMERSET ONLY)	24,000	0	0	0	24,000
STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)	20,000	0	0	0	20,000
STORMWATER DRAINS INS - (BRIDGETOWN ONLY)	2,500	0	0	0	2,500
<b>Total Expenditures</b>	<b>\$ 496,591</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 496,591</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 20,106</b>	<b>\$ 609,681</b>	<b>\$ 388,470</b>	<b>\$ 2,638,255</b>	<b>\$ 3,656,512</b>
DEBT PAYMENTS (2014)	0	(590,541)	(388,470)	0	(979,011)
DEBT PAYMENTS (2018)	0	0	0	(2,532,725)	(2,532,725)
MISCELLANEOUS DEBT EXPENSE	0	0	0	0	0
<b>BALANCE</b>	<b>\$ 20,106</b>	<b>\$ 19,140</b>	<b>\$ -</b>	<b>\$ 105,530</b>	<b>\$ 144,776</b>
DISCOUNTS FOR EARLY PAYMENTS	(20,106)	(19,140)	-	(105,530)	(144,776)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**BUDGET COMPARISON**  
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

	FISCAL YEAR 2018/2019 ACTUAL *	FISCAL YEAR 2019/2020 ANNUAL BUDGET	FISCAL YEAR 2020/2021 ANNUAL BUDGET	LARGE VARIANCE EXPLANATION
<b>REVENUES</b>				
1 GENERAL FUND ON ROLL ASSESSMENT	364,254	521,994	502,660	More platted lots on roll and assessment raised because carryover has been depleted
2 GENERAL FUND DIRECT BILL ASSESSMENT - PULTE	0	-1,082	0	More lots on roll - results in less direct billed
3 GENERAL FUND DIRECT BILL ASSESSMENT - GL HOMES	0	537	0	
4 GENERAL FUND DIRECT BILL ASSESSMENT - LENNAR	12,089	17,626	14,037	More lots on roll - results in less direct billed
5 GENERAL FUND DIRECT BILL ASSESSMENT - OTHER	0	0	0	
6 DEBT ON ROLL ASSESSMENT	3,058,720	3,060,300	3,116,749	More lots on roll - results in less direct billed
7 DEBT DIRECT BILL ASSESSMENT - PULTE	0	16,407	0	More lots on roll - results in less direct billed
8 DEBT DIRECT BILL ASSESSMENT - GL HOMES	0	3,949	0	
9 DEBT DIRECT BILL ASSESSMENT - WCI	747,324	574,041	519,657	More lots on roll - results in less direct billed
10 DEBT DIRECT BILL ASSESSMENT - OTHER	0	0	0	
11 PREPAYMENTS	0	0	0	
12 MISCELLANEOUS DEBT INCOME	0	0	0	
13 GENERAL FUND INTEREST INCOME	0	0	0	
14 GENERAL FUND OTHER REVENUES	0	0	0	Surplus operating funds have been used up over previous 2-3 years
<b>Total Revenues</b>	<b>\$ 4,182,387</b>	<b>\$ 4,193,772</b>	<b>\$ 4,153,103</b>	
<b>EXPENDITURES</b>				
15 PAYROLL TAX EXPENSE	581	912	880	
16 SUPERVISOR FEES	7,600	12,000	11,000	
17 ENGINEERING	52,548	25,000	32,500	7,500
18 MANAGEMENT	35,441	36,108	36,936	annual CPI increase in contract
19 LEGAL	15,097	25,000	23,500	(1,500)
20 ASSESSMENT ROLL	5,000	5,000	5,000	
21 ANNUAL AUDIT	5,350	5,500	5,600	
22 ARBITRAGE REBATE FEE	1,000	3,500	2,500	
23 INSURANCE	13,480	15,000	12,500	
24 LEGAL ADVERTISING	4,532	5,500	5,500	
25 MISCELLANEOUS	3,425	2,800	4,000	
26 POSTAGE	1,825	1,300	1,300	
27 OFFICE SUPPLIES	1,333	2,500	2,300	
28 DUES & SUBSCRIPTIONS	175	175	175	
29 TRUSTEE FEES	27,174	33,000	31,000	
30 CONTINUING DISCLOSURE FEE	3,000	5,000	4,000	
31 AMORTIZATION SCHEDULE	450	500	500	
32 WEBSITE	1,500	1,500	1,500	
33 PROFESSIONAL FEE & PERMITS	0	1,500	1,500	
34 ELECTRICITY	146	200	200	
35 TREELINE PRESEVE MAINT - EXOTICS	0	7,500	7,500	
36 DRI TRAFFIC MONITORING	0	10,000	0	
37 ENVIROMENTAL CONSULTING - PASSARELLA	15,386	20,000	20,000	
38 PANTHER MITIGATION MAINT - EXOTICS	116,345	90,000	80,000	
39 STREET LIGHTING - UTILITY & MAINT	15,215	21,000	14,000	
40 CAPITAL OUTLAY - SMALL	0	1,000	1,000	
41 COUNTY APPRAISER & TAX COLLECTOR FEE	7,591	10,000	10,000	
42 FLOWWAY MAINT	0	4,600	4,600	
43 MITIGATION MONITORING - (PARCEL C ONLY)	7,117	6,200	6,200	
44 PRESERVE MAINT - (PARCEL C ONLY)	10,800	10,800	10,800	
45 LAKE MAINT - AQAUTIC CONTROL - (SOMERSET ONLY)	48,916	46,100	46,100	
46 LAKE BANK EROSION MAINT - (SOMERSET ONLY)	0	30,000	32,500	
47 PRESERVE MAINT - (SOMERSET ONLY)	35,000	35,000	35,000	
48 FIELD INSPECTOR - (SOMERSET ONLY)	23,146	24,000	24,000	
49 STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)	0	17,500	20,000	
50 STORMWATER DRAINS INS - (BRIDGETOWN ONLY)	0	2,500	2,500	
<b>Total Expenditures</b>	<b>459,174</b>	<b>518,195</b>	<b>496,591</b>	
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 3,723,213</b>	<b>\$ 3,675,577</b>	<b>\$ 3,656,512</b>	
51 DEBT PAYMENTS (2014)	(1,151,504)	(979,011)	(979,011)	
52 DEBT PAYMENTS (2018)	(2,534,504)	(2,553,275)	(2,532,725)	
53 MISCELLANEOUS DEBT EXPENSE	0	-	-	
<b>BALANCE</b>	<b>\$ 37,204</b>	<b>\$ 143,292</b>	<b>\$ 144,776</b>	
54 DISCOUNTS FOR EARLY PAYMENTS	(124,664)	(143,292)	(144,776)	higher assessments on roll results in higher discount potential
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ (87,460)</b>	<b>\$ (0)</b>	<b>\$ 0</b>	

\* Un-audited figures

**PROPOSED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
**FISCAL YEAR 2020/2021**  
**October 1, 2020 - September 30, 2021**

	FISCAL YEAR 2019/2020 ANNUAL BUDGET	FISCAL YEAR 2020/2021 ANNUAL BUDGET
<b>REVENUES</b>		
ON ROLL ASSESSMENTS	521,994	502,660
DIRECT BILL ASSESSMENTS - PULTE	-1,082	0
DIRECT BILL ASSESSMENTS - GL HOMES	537	0
DIRECT BILL ASSESSMENTS - WCI	17,626	14,037
INTEREST INCOME	0	0
OTHER INCOME / CARRYOVER BALANCE	0	0
<b>Total Revenues</b>	<b>\$ 539,075</b>	<b>\$ 516,697</b>
<b>EXPENDITURES</b>		
PAYROLL TAX EXPENSE	912	880
SUPERVISOR FEES	12,000	11,000
ENGINEERING	25,000	32,500
MANAGEMENT	36,108	36,936
LEGAL	25,000	23,500
ASSESSMENT ROLL	5,000	5,000
ANNUAL AUDIT	5,500	5,600
ARBITRAGE REBATE FEE	3,500	2,500
INSURANCE	15,000	12,500
LEGAL ADVERTISING	5,500	5,500
MISCELLANEOUS	2,800	4,000
POSTAGE	1,300	1,300
OFFICE SUPPLIES	2,500	2,300
DUES & SUBSCRIPTIONS	175	175
TRUSTEE FEES	33,000	31,000
CONTINUING DISCLOSURE FEE	5,000	4,000
AMORTIZATION SCHEDULE	500	500
WEBSITE	1,500	1,500
PROFESSIONAL FEE & PERMITS	1,500	1,500
ELECTRICITY	200	200
TREELINE PRESEVE MAINT - EXOTICS	7,500	7,500
DRI TRAFFIC MONITORING	10,000	0
ENVIROMENTAL CONSULTING - PASSARELLA	20,000	20,000
PANTHER MITIGATION MAINT - EXOTICS	90,000	80,000
STREET LIGHTING - UTILITY & MAINT	21,000	14,000
CAPITAL OUTLAY - SMALL	1,000	1,000
COUNTY APPRAISER & TAX COLLECTOR FEE	10,000	10,000
FLOWWAY MAINT	4,600	4,600
MITIGATION MONITORING - (PARCEL C ONLY)	6,200	6,200
PRESERVE MAINT - (PARCEL C ONLY)	10,800	10,800
LAKE MAINT - AQAUTIC CONTROL - (SOMERSET ONLY)	46,100	46,100
LAKE BANK EROSION MAINT - (SOMERSET ONLY)	30,000	32,500
PRESERVE MAINT - (SOMERSET ONLY)	35,000	35,000
FIELD INSPECTOR - (SOMERSET ONLY)	24,000	24,000
STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)	17,500	20,000
STORMWATER DRAINS INS - (BRIDGETOWN ONLY)	2,500	2,500
<b>Total Expenditures</b>	<b>\$ 518,195</b>	<b>\$ 496,591</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 20,880</b>	<b>\$ 20,106</b>
DISCOUNTS FOR EARLY PAYMENTS	(20,880)	(20,106)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ -</b>

Approximate Fund Balance as of 9-30-2019 = 128,000.00

**PROPOSED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**2014 DEBT SERVICE FUND**  
**FISCAL YEAR 2020/2021**  
**October 1, 2020 - September 30, 2021**

<b>2014A-1</b>	
	<b>FISCAL YEAR</b>
	<b>2019/2020</b>
	<b>ANNUAL BUDGET</b>
<b>REVENUES</b>	
Net On Roll Assessments	379,128
Direct Bill Assessments - WCI	108,275
<b>Total Revenues</b>	<b>\$ 487,403</b>
<b>EXPENDITURES</b>	
Principal Payments	165,000
Interest Payments	322,403
Miscellaneous	0
<b>Total Expenditures</b>	<b>\$ 487,403</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>

<b>2014A-2</b>	
	<b>FISCAL YEAR</b>
	<b>2019/2020</b>
	<b>ANNUAL BUDGET</b>
<b>REVENUES</b>	
Net On Roll Assessments	80,226
Direct Bill Assessments - WCI	22,912
<b>Total Revenues</b>	<b>\$ 103,138</b>
<b>EXPENDITURES</b>	
Principal Payments	35,000
Interest Payments	68,138
Miscellaneous	0
<b>Total Expenditures</b>	<b>\$ 103,138</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>

\*Note: Excess goes to increase bond fund balance

<b>Series 2014 A-1 Bond Information</b>	
Initial Par Amount =	\$4,939,888
Maturity Par Amount =	\$5,430,000
Interest Rate =	6.90%
Issue Date =	Dec 2014
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & Nov 1st
Par Amount As Of 1/1/20 =	\$4,910,000

<b>Series 2014 A-2 Bond Information</b>	
Initial Par Amount =	\$1,041,652
Maturity Par Amount =	\$1,145,000
Interest Rate =	6.90%
Issue Date =	Dec 2014
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & Nov 1st
Par Amount As Of 1/1/20 =	\$1,040,000

<b>2014 B</b>	
	<b>FISCAL YEAR</b>
	<b>2019/2020</b>
	<b>ANNUAL BUDGET</b>
<b>REVENUES</b>	
Net On Roll Assessments	0
Direct Bill Assessments - WCI	388,470
<b>Total Revenues</b>	<b>\$ 388,470</b>
<b>EXPENDITURES</b>	
Principal Payments	0
Interest Payments	388,470
Miscellaneous	0
<b>Total Expenditures</b>	<b>\$ 388,470 **</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>

\*\*Note: Based on current bond balance and payoff checks already received.

<b>Series 2014 B Bond Information</b>	
Initial Par Amount =	\$9,097,400
Maturity Par Amount =	\$10,000,000
Interest Rate =	6.90%
Issue Date =	Dec 2014
Maturity Date =	May 2025
Annual Principal Payments Due =	N/A
Annual Interest Payments Due =	N/A
Par Amount As Of 1/1/20 =	\$5,630,000

**PROPOSED BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**2018 DEBT SERVICE FUND**  
**FISCAL YEAR 2020/2021**  
**October 1, 2020 - September 30, 2021**

**2018 A-1 & A-2**

FISCAL YEAR	
2018/2019	
ANNUAL BUDGET	
REVENUES	
Net On Roll Assessments	2,532,725
Direct Bill Assessments - Pulte	0
Direct Bill Assessments - GL Homes	0
Direct Bill Assessments - WCI	0
Total Revenues	\$ 2,532,725
EXPENDITURES	
Principal Payments A-1	1,110,000
Interest Payments A-1	701,348
Principal Payments A-2	350,000
Interest Payments A-2	356,875
Miscellaneous / Prepayment	14,502
Total Expenditures	\$ 2,532,725
Excess / (Shortfall)	\$ - *

Series 2018 A-1 Bond Information	
Original Par Amount =	\$24,465,000
Average Interest Rate =	3.02%
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 1-1-20 =	\$23,400,000
Series 2018 A-2 Bond Information	
Original Par Amount =	\$8,740,000
Average Interest Rate =	4.65%
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 1-1-20 =	\$8,225,000

# Arborwood Community Development District

## Assessment Recap - GL Homes Parcel

Fiscal Year 2020/2021  
October 1, 2020 - September 30, 2021

### GL HOMES PARCEL

PARCEL	PRODUCT TYPE	TOTAL UNITS	ON ROLL UNITS	DIRECT BILL UNITS
A	Townhomes	240	240	0
A	40' SF	365	365	0
A	40' SF - PO	2	2	0
A	45' SF	276	276	0
A	52' SF	564	564	0
	52' SF - PO	1	1	0
A	62' SF	33	33	0
Total		1,481	1,481	0

### GL HOMES ON ROLL

PARCEL	PRODUCT TYPE	ON ROLL UNITS	O&M GROSS ON ROLL	2018 GROSS ON ROLL
A	Townhomes	240	12,476.34	71,280.00
A	40' SF	365	18,974.43	136,145.00
A	40' SF - PO	2	103.97	0.00
A	45' SF	276	14,347.79	107,640.00
A	52' SF	564	29,319.39	232,932.00
A	52' SF - PO	1	51.98	0.00
A	62' SF	33	1,715.50	14,949.00
Total		1,481	76,989	562,946

ON ROLL GROSS PER UNIT TOTAL	
\$	348.98
\$	424.98
\$	51.98
\$	441.98
\$	464.98
\$	51.98
\$	504.98

### GL HOMES DIRECT BILL

PARCEL	PRODUCT TYPE	DIRECT BILL UNITS	O&M NET DIRECT BILL	2018 NET DIRECT BILL
A	Townhomes	0	0.00	0.00
A	40' SF	0	0.00	0.00
A	40' SF - PO	0	0.00	0.00
A	45' SF	0	0.00	0.00
A	52' SF	0	0.00	0.00
A	52' SF - PO	0	0.00	0.00
A	62' SF	0	0.00	0.00
Total		0	0	0

PO = Paid Off. There are a few home owners that have paid their bonds offs.



**Arborwood Community Development District**  
**Assessment Recap - Pulte Parcels**  
**Fiscal Year 2020/2021**  
**October 1, 2020 - September 30, 2021**

**PULTE PARCELS**

PARCEL	PRODUCT TYPE	TOTAL UNITS	ON ROLL UNITS	DIRECT BILL UNITS
B	MF - (2)	66	66	0
B	MF - (3)	36	36	0
B	SF 42' - (1)	186	186	0
B	SF 42' - (3)	39	39	0
B	SF 55' - (1)	232	232	0
B	SF 55' - (2)	0	0	0
B	SF 55' - (3)	71	71	0
B	SF 67' - (1)	130	130	0
B	SF 67' - (2)	38	38	0
B	SF 67' - (3)	90	90	0
B	SF 67' - (4)	33	33	0
B	SF 75' - (1)	0	0	0
B	SF 75' - (2)	34	34	0
B	SF 75' - (3)	3	3	0
B	SF 75' - (4)	27	27	0
<b>Total</b>		<b>985</b>	<b>985</b>	<b>0</b>

PARCEL	PRODUCT TYPE	TOTAL UNITS	ON ROLL UNITS	DIRECT BILL UNITS
D/E	MF - (1)	43	43	0
D/E	MF - (2)	123	123	0
D/E	MF - (3)	27	27	0
D/E	MF - (4)	27	27	0
D/E	SF 55' - (1)	78	78	0
D/E	SF 55' - (2)	126	126	0
D/E	SF 55' - (3)	46	46	0
D/E	SF 67' - (1)	96	96	0
D/E	SF 67' - (2)	101	101	0
D/E	SF 67' - (3)	53	53	0
D/E	SF 67' - (4)	30	30	0
D/E	SF 67' - (5)	3	3	0
D/E	SF 75' - (1)	57	57	0
D/E	SF 75' - (2)	77	77	0
D/E	SF 75' - (3)	27	27	0
D/E	SF 75' - (4)	39	39	0
D/E	SF 75' - (5)	1	1	0
<b>Total</b>		<b>954</b>	<b>954</b>	<b>0</b>

**PULTE ON ROLL**

PARCEL	PRODUCT TYPE	ON ROLL UNITS	O&M GROSS ON ROLL	2018 DEBT GROSS ON ROLL
B	MF - (2)	66	6,214.57	84,216.00
B	MF - (3)	36	3,389.77	36,180.00
B	SF 42' - (1)	186	17,513.79	90,768.00
B	SF 42' - (3)	39	3,672.25	39,195.00
B	SF 55' - (1)	232	21,845.15	151,728.00
B	SF 55' - (2)	0	0.00	0.00
B	SF 55' - (3)	71	6,685.37	71,284.00
B	SF 67' - (1)	130	12,240.82	103,480.00
B	SF 67' - (2)	38	3,578.09	48,488.00
B	SF 67' - (3)	90	8,474.41	90,360.00
B	SF 67' - (4)	33	3,107.28	47,784.00
B	SF 75' - (1)	0	0.00	0.00
B	SF 75' - (2)	34	3,201.44	49,164.00
B	SF 75' - (3)	3	282.48	3,522.00
B	SF 75' - (4)	27	2,542.32	41,364.00
D/E	MF - (1)	43	11,377.92	21,414.00
D/E	MF - (2)	123	32,546.15	156,948.00
D/E	MF - (3)	27	7,144.28	27,135.00
D/E	MF - (4)	27	7,144.28	39,096.00
D/E	SF 55' - (1)	78	20,639.02	51,012.00
D/E	SF 55' - (2)	126	33,339.96	160,776.00
D/E	SF 55' - (3)	46	12,171.73	46,184.00
D/E	SF 67' - (1)	96	25,401.87	76,416.00
D/E	SF 67' - (2)	101	26,724.89	128,876.00
D/E	SF 67' - (3)	53	14,023.95	53,212.00
D/E	SF 67' - (4)	30	7,938.08	43,440.00
D/E	SF 67' - (5)	3	793.81	0.00
D/E	SF 75' - (1)	57	15,082.36	50,673.00
D/E	SF 75' - (2)	77	20,374.42	111,342.00
D/E	SF 75' - (3)	27	7,144.28	31,698.00
D/E	SF 75' - (4)	39	10,319.51	59,748.00
D/E	SF 75' - (5)	1	264.60	0.00
<b>Total</b>		<b>1,939</b>	<b>345,179</b>	<b>1,915,503</b>

ON ROLL GROSS PER UNIT TOTAL
\$ 1,370.16
\$ 1,099.16
\$ 582.16
\$ 1,099.16
\$ 748.16
#DIV/0!
\$ 1,098.16
\$ 890.16
\$ 1,370.16
\$ 1,098.16
\$ 1,542.16
\$ -
\$ 1,540.16
\$ 1,268.16
\$ 1,626.16
\$ 762.60
\$ 1,540.60
\$ 1,269.60
\$ 1,712.60
\$ 918.60
\$ 1,540.60
\$ 1,268.60
\$ 1,060.60
\$ 1,540.60
\$ 1,268.60
\$ 1,712.60
\$ 264.60
\$ 1,153.60
\$ 1,710.60
\$ 1,438.60
\$ 1,796.60
\$ 264.60

**PULTE DIRECT BILL**

PARCEL	PRODUCT TYPE	DIRECT BILL UNITS	O&M NET DIRECT BILL	2018 DEBT NET DIRECT BILL
B	MF - (2)	0	0.00	0.00
B	MF - (3)	0	0.00	0.00
B	SF 42' - (1)	0	0.00	0.00
B	SF 42' - (3)	0	0.00	0.00
B	SF 55' - (1)	0	0.00	0.00
B	SF 55' - (2)	0	0.00	0.00
B	SF 55' - (3)	0	0.00	0.00
B	SF 67' - (1)	0	0.00	0.00
B	SF 67' - (2)	0	0.00	0.00
B	SF 67' - (3)	0	0.00	0.00
B	SF 67' - (4)	0	0.00	0.00
B	SF 75' - (1)	0	0.00	0.00
B	SF 75' - (2)	0	0.00	0.00
B	SF 75' - (3)	0	0.00	0.00
B	SF 75' - (4)	0	0.00	0.00
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>

PARCEL	PRODUCT TYPE	DIRECT BILL UNITS	O&M NET DIRECT BILL	2018 DEBT NET DIRECT BILL
D/E	MF - (1)	0	0.00	0.00
D/E	MF - (2)	0	0.00	0.00
D/E	MF - (3)	0	0.00	0.00
D/E	MF - (4)	0	0.00	0.00
D/E	SF 55' - (1)	0	0.00	0.00
D/E	SF 55' - (2)	0	0.00	0.00
D/E	SF 55' - (3)	0	0.00	0.00
D/E	SF 67' - (1)	0	0.00	0.00
D/E	SF 67' - (2)	0	0.00	0.00
D/E	SF 67' - (3)	0	0.00	0.00
D/E	SF 67' - (4)	0	0.00	0.00
D/E	SF 67' - (5)	0	0.00	0.00
D/E	SF 75' - (1)	0	0.00	0.00
D/E	SF 75' - (2)	0	0.00	0.00
D/E	SF 75' - (3)	0	0.00	0.00
D/E	SF 75' - (4)	0	0.00	0.00
D/E	SF 75' - (5)	0	0.00	0.00
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>

- (1) Full 2005A-2 Assessments and Paid Off 2006A-3 Assessments  
(2) Full 2005A-2 Assessments and Full 2006A-3 Assessments  
(3) Full 2005A-2 Assessments and Partial Buydown 2006A-3 Assessments  
(4) Full 2005A-2 Assessments, Full 2006A-3 Assessments and Full 2006A-2 Assessments  
(5) All Bonds Paid Off - Still Pay O&M

**Arborwood Community Development District**  
**Assessment Recap - WCI Parcel**  
**Fiscal Year 2020/2021**  
**October 1, 2020 - September 30, 2021**

**WCI PARCEL**

PARCEL	PRODUCT TYPE	TOTAL UNITS	ON ROLL UNITS	DIRECT BILL UNITS
C	6 - plex	120	54	66
C	4 - plex	164	40	124
C	46' SF	62	62	0
C	52' SF	219	219	0
C	67' SF	129	129	0
Total		694	504	190

**WCI ON ROLL**

PARCEL	PRODUCT TYPE	ON ROLL UNITS	O&M GROSS ON ROLL	SERIES 2014 GROSS ON ROLL A-1 & A-2 (Combined)
C	6 - plex	54	4,155.67	38,838.13
C	4 - plex	40	3,078.27	28,768.99
C	46' SF	62	4,771.32	55,422.07
C	52' SF	219	16,853.54	207,016.76
C	67' SF	129	9,927.43	148,448.24
Total		504	38,786	478,494

ON ROLL GROSS PER UNIT TOTAL	
\$	796.18
\$	796.18
\$	970.86
\$	1,022.24
\$	1,227.72

**WCI HOMES DIRECT BILL**

PARCEL	PRODUCT TYPE	DIRECT BILL UNITS	O&M NET DIRECT BILL	SERIES 2014 NET DIRECT BILL A-1 & A-2 (Combined)
C	6 - plex	66	4,875.98	45,570.08
C	4 - plex	124	9,160.94	85,616.51
C	46' SF	0	0.00	0.00
C	52' SF	0	0.00	0.00
C	67' SF	0	0.00	0.00
Total		190	14,037	131,187

**Arborwood Community Development District**  
**Assessment Recap - Other Parcels**  
**Fiscal Year 2020/2021**  
**October 1, 2020 - September 30, 2021**

**OTHER PARCELS**

PARCEL	PRODUCT TYPE	TOTAL UNITS / ACRES	ON ROLL UNITS	DIRECT BILL UNITS
D/E	Golf Course	116	116	0
G	Neighborhood Retail	21	21	0
H-1	Retail/ Commercial	11	11	0
H-2	RE Office	2	2	0
<b>Total</b>		<b>151</b>	<b>151</b>	<b>0</b>

**OTHER ON ROLL**

PARCEL	PRODUCT TYPE	ON ROLL UNITS	O&M GROSS ON ROLL	2018 GROSS ON ROLL
D/E	Golf Course	116	36,932.69	123,556.00
G	Neighborhood Retail	21	2,895.35	21,850.00
H-1	Retail/ Commercial	11	1,538.41	11,900.00
H-2	RE Office	2	339.58	2,500.00
<b>Total</b>		<b>151</b>	<b>41,706</b>	<b>159,806</b>

ON ROLL GROSS TOTAL	
\$	160,488.69
\$	24,745.35
\$	13,438.41
\$	2,839.58

**OTHER DIRECT BILL**

PARCEL	PRODUCT TYPE	DIRECT BILL UNITS	O&M NET DIRECT BILL	2018 GROSS DIRECT BILL
D/E	Golf Course	0	0.00	0.00
G	Neighborhood Retail	0	0.00	0.00
H-1	Retail/ Commercial	0	0.00	0.00
H-2	RE Office	0	0.00	0.00
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
ANNUAL ASSESSMENT METHODOLOGY - GENERAL FUND O&M  
FISCAL YEAR 2020/2021  
OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

**Total Shared O&M Expenditures**

**\$ 319,491.00** A

**Allocation of Expenditures and Assessment Per Unit**

Tract		Parcel		Allocation Per Parcel based on Gross Acreage			Assessment Per Unit			
				B		A*B=C	D		C/D=E	E/96%
				Gross Acreage	% of Total Acreage	Allocation of Expenditures	Projected Units	Net Assmt per Unit	Gross Assmt per Unit (If On Roll)	
1	A	560.00	23.13%	\$ 73,910	1,481	\$ 49.91	\$ 51.98			
2	B	655.68	27.09%	\$ 86,538	985	\$ 87.86	\$ 91.52			
2	D/E	794.42	32.82%	\$ 104,849	954	\$ 109.90	\$ 114.48			
2	C	259.67	10.73%	\$ 34,272	694	\$ 49.38	\$ 51.44			
Total Residential Land Uses				2,269.77	93.76%	\$ 299,568	4,114		Gross Total Assmt (If On Roll)	
2	Golf Course (part of Tract 2 Parcel D/E)		116.23	4.80%	\$ 15,340				15,979.42	
3	Neighborhood Retail-G		21.06	0.87%	\$ 2,780				2,895.35	
4	Retail/ Commercial H-1		11.19	0.46%	\$ 1,477				1,538.41	
5	RE Office-H-2		2.47	0.10%	\$ 326				339.58	
Total Non-Residential Land Uses				150.95	6.24%	\$ 19,923				
Grand Total (Gross)				2,420.72	100.00%	\$ 319,491				

**Total -Somerset Only- O&M Expenditures**

**\$ 157,600.00**

Tract	Parcel	Gross Acreage	% of Total Acreage	Allocation of Expenditures	Projected Units	Net Assmt per Unit	Gross Assmt per Unit (If On Roll)
2	D/E	794.42	87.24%	\$ 137,485	954	\$ 144.11	150.12
2	Golf Course (part of Tract 2 Parcel D/E)	116.23	12.76%	\$ 20,115			20,953
<b>Totals</b>		<b>910.65</b>	<b>100.00%</b>	<b>\$ 157,600</b>			

**Total -Parcel C Only O&M Expenditures**

**\$ 17,000.00**

Tract	Parcel	Gross Acreage	% of Total Acreage	Allocation of Expenditures	Projected Units	Net Assmt per Unit	Gross Assmt per Unit (If On Roll)
2	C	259.67	100.00%	\$ 17,000	694	\$ 24.50	25.52

**Total -Bridgetown Only O&M Expenditures**

**\$ 2,500.00**

Tract	Parcel	Gross Acreage	% of Total Acreage	Allocation of Expenditures	Projected Units	Net Assmt per Unit	Gross Assmt per Unit (If On Roll)
2	B	655.68	100.00%	\$ 2,500	985	\$ 2.54	2.64

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
ANNUAL ASSESSMENT METHODOLOGY - 2014 BOND DEBT SERVICE  
FISCAL YEAR 2020/2021  
OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

<b>Net 2014 A1 &amp; A2 Principal &amp; Interest Payment Due:</b>	<b>Net Total MADs</b>	<b>% Difference</b>	*
<b>\$ 590,541.00</b>	<b>\$ 598,173.89</b>	<b>98.724%</b>	

<b>Parcel - Product Type</b>	<b>Planned Units</b>	<b>Platted Units ON Roll</b>	<b>Per Unit ERU Multiplied by Net Due Grossed up = Assmt/Plttd. Unit</b>	<b>Assessments Platted</b>	<b>OFF Roll</b>
PARCEL C - 6 - Plex	120	54	\$ 719.22	\$ 38,838.13	\$ 45,570
PARCEL C - 4 - Plex	164	40	\$ 719.22	\$ 28,768.99	\$ 85,617
PARCEL C - 46' Single Family	62	62	\$ 893.90	\$ 55,422.07	\$ -
PARCEL C - 52' Single Family	219	219	\$ 945.28	\$ 207,016.76	\$ -
PARCEL C - 67' Single Family	129	129	\$ 1,150.76	\$ 148,448.24	\$ -
<b>Grand Total</b>	<b>694</b>	<b>504</b>		<b>\$ 478,494.19</b>	<b>\$ 131,186.58</b>

<b>Per Unit ERUs from Methodology</b>	<b>Category Total using ERUs and Lot Count from Methodology</b>	<b>Category % of ERUs Total = % of Bond Assessment</b>
0.70	84.00	14.0304%
0.70	114.80	19.1749%
0.87	53.94	9.0095%
0.92	201.48	33.6529%
1.12	144.48	24.1323%
	<b>598.70</b>	<b>100.0000%</b>

Note: ERU's and Planned Units come directly from the Series 2014 Bond Methodology.

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**ANNUAL ASSESSMENT METHODOLOGY - 2018 BOND DEBT SERVICE**  
**FISCAL YEAR 2020/2021**  
**OCTOBER 1, 2020 - SEPTEMBER 30, 2021**

Gross MADs when all platted
<b>\$2,638,255</b>

Parcel - Product Type	Planned Units	Platted Units ON Roll	Gross Annual M.A.D	Total Assessments Platted	OFF Roll Net	Category Total MADs from Methodology
PARCEL A - Townhomes	240	240	297	71,280	0	71,280
PARCEL A - Single Family 40'	365	365	373	136,145	0	136,145
PARCEL A - Single Family 40' - PO	2	2	0	0	0	0
PARCEL A - Single Family 45'	276	276	390	107,640	0	107,640
PARCEL A - Single Family 52'	564	564	413	232,932	0	232,932
PARCEL A - Single Family 52' - PO	1	1	0	0	0	0
PARCEL A - Single Family 62'	33	33	453	14,949	0	14,949
<b>Subtotal Parcel A</b>	<b>1,481</b>	<b>1,481</b>		<b>562,946</b>	<b>0</b>	
PARCELS B - Multi Family and Twin Villas - (2)	66	66	1,276	84,216	0	84,216
PARCELS B - Multi Family and Twin Villas - (3)	36	36	1,005	36,180	0	36,180
PARCELS B - Single Family 42' - (1)	186	186	488	90,768	0	90,768
PARCELS B - Single Family 42' - (3)	39	39	1,005	39,195	0	39,195
PARCELS B - Single Family 55' - (1)	232	232	654	151,728	0	151,728
PARCELS B - Single Family 55' - (2)	0	0	1,276	0	0	0
PARCELS B - Single Family 55' - (3)	71	71	1,004	71,284	0	71,284
PARCELS B - Single Family 67' - (1)	130	130	796	103,480	0	103,480
PARCELS B - Single Family 67' - (2)	38	38	1,276	48,488	0	48,488
PARCELS B - Single Family 67' - (3)	90	90	1,004	90,360	0	90,360
PARCELS B - Single Family 67' - (4)	33	33	1,448	47,784	0	47,784
PARCELS B - Single Family 75' - (1)	0	0	889	0	0	0
PARCELS B - Single Family 75' - (2)	34	34	1,446	49,164	0	49,164
PARCELS B - Single Family 75' - (3)	3	3	1,174	3,522	0	3,522
PARCELS B - Single Family 75' - (4)	27	27	1,532	41,364	0	41,364
<b>Subtotal Parcels B</b>	<b>985</b>	<b>985</b>		<b>857,533</b>	<b>0</b>	
PARCELS D/E - Multi Family and Twin Villas - (1)	43	43	498	21,414	0	21,414
PARCELS D/E - Multi Family and Twin Villas - (2)	123	123	1,276	156,948	0	156,948
PARCELS D/E - Multi Family and Twin Villas - (3)	27	27	1,005	27,135	0	27,135
PARCELS D/E - Multi Family and Twin Villas - (4)	27	27	1,448	39,096	0	39,096
PARCELS D/E - Single Family 55' - (1)	78	78	654	51,012	0	51,012
PARCELS D/E - Single Family 55' - (2)	126	126	1,276	160,776	0	160,776
PARCELS D/E - Single Family 55' - (3)	46	46	1,004	46,184	0	46,184
PARCELS D/E - Single Family 67' - (1)	96	96	796	76,416	0	76,416
PARCELS D/E - Single Family 67' - (2)	101	101	1,276	128,876	0	128,876
PARCELS D/E - Single Family 67' - (3)	53	53	1,004	53,212	0	53,212
PARCELS D/E - Single Family 67' - (4)	30	30	1,448	43,440	0	43,440
PARCELS D/E - Single Family 67' - (5)	3	3	0	0	0	0
PARCELS D/E - Single Family 75' - (1)	57	57	889	50,673	0	50,673
PARCELS D/E - Single Family 75' - (2)	77	77	1,446	111,342	0	111,342
PARCELS D/E - Single Family 75' - (3)	27	27	1,174	31,698	0	31,698
PARCELS D/E - Single Family 75' - (4)	39	39	1,532	59,748	0	59,748
PARCELS D/E - Single Family 75' - (5)	1	1	0	0	0	0
<b>Subtotal Parcels D/E</b>	<b>954</b>	<b>954</b>		<b>1,057,970</b>	<b>0</b>	
<b>Total Residential Units Parcels A, B, D, E</b>	<b>3,420</b>	<b>3,420</b>		<b>2,478,449</b>	<b>0</b>	
<b>Other Land Uses</b>						
GOLF COURSE	1	1	123,556	123,556		123,556
PARCEL G (Neighborhood Retail)	1	1	21,850	21,850		21,850
PARCEL H-1 (Retail / Commercial)	1	1	11,900	11,900		11,900
PARCEL H-2 (RE Office)	1	1	2,500	2,500		2,500
<b>Other Land UseTotal</b>				<b>159,806</b>		
<b>GRAND TOTAL</b>				<b>2,638,255</b>	<b>0</b>	<b>2,638,255</b>

**Arborwood Community Development District**  
**On Roll Assessment Comparsion**  
**Fiscal Year 2020/2021**  
**October 1, 2020 - September 30, 2021**

Parcel	Product Type	Gross Fiscal Year 2019/2020 On Roll Assessment Per Unit	Gross Fiscal Year 2020/2021 On Roll Assessment Per Unit
<b>GL Homes</b>			
A	Townhomes	\$352.94	<b>\$348.98</b>
A	40' SF	\$428.94	<b>\$424.98</b>
A	40' SF - PO	\$55.94	<b>\$51.98</b>
A	45' SF	\$445.94	<b>\$441.98</b>
A	52' SF	\$468.94	<b>\$464.98</b>
A	52' SF - PO	\$55.94	<b>\$51.98</b>
A	62' SF	\$508.94	<b>\$504.98</b>

<b>Pulte</b>			
B	MF - (2)	\$1,378.51	<b>\$1,370.16</b>
B	MF - (3)	\$1,107.51	<b>\$1,099.16</b>
B	SF 42' - (1)	\$590.51	<b>\$582.16</b>
B	SF 42' - (3)	\$1,107.51	<b>\$1,099.16</b>
B	SF 55' - (1)	\$756.51	<b>\$748.16</b>
B	SF 55' - (2)	\$0.00	<b>\$0.00</b>
B	SF 55' - (3)	\$1,106.51	<b>\$1,098.16</b>
B	SF 67' - (1)	\$898.51	<b>\$890.16</b>
B	SF 67' - (2)	\$1,378.51	<b>\$1,370.16</b>
B	SF 67' - (3)	\$1,106.51	<b>\$1,098.16</b>
B	SF 67' - (4)	\$1,550.51	<b>\$1,542.16</b>
B	SF 75' - (1)	\$0.00	<b>\$0.00</b>
B	SF 75' - (2)	\$1,548.51	<b>\$1,540.16</b>
B	SF 75' - (3)	\$1,276.51	<b>\$1,268.16</b>
B	SF 75' - (4)	\$1,634.51	<b>\$1,626.16</b>
D/E	MF - (1)	\$767.09	<b>\$762.60</b>
D/E	MF - (2)	\$1,545.09	<b>\$1,540.60</b>
D/E	MF - (3)	\$1,274.09	<b>\$1,269.60</b>
D/E	MF - (4)	\$1,717.09	<b>\$1,712.60</b>
D/E	SF 55' - (1)	\$923.09	<b>\$918.60</b>
D/E	SF 55' - (2)	\$1,545.09	<b>\$1,540.60</b>
D/E	SF 55' - (3)	\$1,273.09	<b>\$1,268.60</b>
D/E	SF 67' - (1)	\$1,065.09	<b>\$1,060.60</b>
D/E	SF 67' - (2)	\$1,545.09	<b>\$1,540.60</b>
D/E	SF 67' - (3)	\$1,273.09	<b>\$1,268.60</b>
D/E	SF 67' - (4)	\$1,717.09	<b>\$1,712.60</b>
D/E	SF 67' - (5)	\$269.09	<b>\$264.60</b>
D/E	SF 75' - (1)	\$1,158.09	<b>\$1,153.60</b>
D/E	SF 75' - (2)	\$1,715.09	<b>\$1,710.60</b>
D/E	SF 75' - (3)	\$1,443.09	<b>\$1,438.60</b>
D/E	SF 75' - (4)	\$1,801.09	<b>\$1,796.60</b>
D/E	SF 75' - (5)	\$269.09	<b>\$264.60</b>

- (1) Full 2005A-2 Assessments and Paid Off 2006A-3 Assessments  
(2) Full 2005A-2 Assessments and Full 2006A-3 Assessments  
(3) Full 2005A-2 Assessments and Partial Buydown 2006A-3 Assessments  
(4) Full 2005A-2 Assessments, Full 2006A-3 Assessments and Full 2006A-2 Assessments  
(5) All Bonds Paid Off - Still Pay O&M

<b>WCI</b>			
C	6 - Plex	\$789.26	<b>\$796.18</b>
C	4 - Plex	\$789.26	<b>\$796.18</b>
C	46' SF	\$961.22	<b>\$970.86</b>
C	52' SF	\$1,011.80	<b>\$1,022.24</b>
C	67' SF	\$1,214.08	<b>\$1,227.72</b>

<b>Others</b>			
D/E	Golf Course	\$161,154.53	<b>\$160,488.69</b>
G	Neighborhood Retail	\$24,986.45	<b>\$24,745.35</b>
H-1	Retail/ Commercial	\$13,566.52	<b>\$13,438.41</b>
H-2	RE Office	\$2,867.86	<b>\$2,839.58</b>

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

TO: Arborwood Community Development District  
Board of Supervisors

FROM: Wesley S. Haber

RE: Updated Provisions of the District's Rules of Procedure

DATE: January 14, 2020

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Please find attached to this memorandum an updated version of the Arborwood Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at wesh@hgslaw.com or via phone at 850-222-7500.

### Implementation of Rules Conflicting with Florida Law

Rule 1.0(4) has been amended to provide guidance as to how to implement any rule that conflicts with Florida law, which changes from time to time, and provides that in the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. This amendment further provides that if the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

### Board Member Attendance at Mediation Sessions

Rule 1.1(1)(d) was created to allow any one member of the Board of Supervisors (the "Board") to attend mediation sessions on behalf of the Board. This is beneficial to the District because mediation sessions are often scheduled on short notice between Board meetings, and there is often no opportunity for the Board to authorize a representative to attend outside of holding a special meeting. While this provision authorizes any one Board member to attend a mediation session on behalf of the Board, it does not grant that Board member unbridled power to act on behalf of the Board, as any agreement resulting from the mediation session would still have to be approved by the Board in the same manner as any other District action.

### Alternatives to Obtaining Bonds for the Secretary and Treasurer

Rules 1.1(2)(c) & (d) previously required the District's Treasurer and Secretary to be bonded by a reputable and qualified bonding company in the amount of at least \$1,000,000. Such



bonds are becoming difficult to obtain, and accordingly, language was added to these provisions to allow the Treasurer and Secretary to obtain other comparable types of coverage, such as employee theft insurance or a fidelity bond. The level of coverage required remains unchanged at \$1,000,000.

#### Costs Associated with Public Records Requests

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

#### Financial Disclosure Coordination

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

#### Agenda and Meeting Materials

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute "meeting materials." Documents that do not meet the definition of "meeting materials" may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

#### Teleconference/Videoconference Participation at Board Meetings

Rule 1.3(10) was amended to provide that Board members may participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist. The amendment provides that the existence of extraordinary circumstances will be presumed when a Board member participates by phone, unless a majority of the Board members physically present determines otherwise. Additionally, Rule 1.1(1)(c) has been amended to reference Rule 1.3(10).

#### Flexibility for Board Authorization

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when

necessary and will protect the validity of the Board's actions where there is a technical irregularity but the Board has otherwise made its decision clear.

#### Security and Firesafety Board Discussions

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida's statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

#### Internal Controls to Prevent Fraud, Waste and Abuse

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

#### Contract Provisions Regarding Public Records

Rules 1.2(3), 3.1(6), 3.2(8)(e), 3.5(4), 3.6(3), 3.9(5), and 3.10(2) were added to maintain consistency with statutory provisions that requires each contract for services entered into by the District to include a provision that requires the contractor to comply with public records laws. Additionally, Rule 1.2(3) provides that the District Manager is responsible for initially enforcing each contractor's compliance with such contract provisions.

#### Notice of Competitive Solicitation

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District's competitive solicitations, the District Manager's failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District's otherwise valid procurement. This will reduce the District's exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

#### Procedure Regarding Auditor Selection

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

### Contract Periods

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

### Bid Opening in Public

Language was added to Rules 3.5(2)(f) & 3.6(2)(c)(ii)4. to maintain consistency with statutory provisions that require public entities to open at a public meeting any sealed bids received pursuant to a competitive solicitation. The legislation and these provisions further require that the name of each bidder and the price submitted in the bid shall be announced at the meeting and made available upon request.

### Suspension, Revocation, or Denial of Qualification

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

### Payment and Performance Bonds

Rule 3.7 was created to maintain consistency statutory provisions require contractors to execute a payment and performance bond prior to beginning work under certain contracts with public entities. This Rule provides direction on when a payment and performance bond is required and when it is discretionary.

### In-State Vendor Preferences

Language was added to Rule 3.8(2)(e) & (g) to maintain consistency statutory requirements that require out-of-state vendors to include with any proposal a written opinion of an attorney licensed in their state regarding the existence of any preference given to businesses within that state with respect to the letting of public contracts in that state. These provisions also require that in-state vendors be awarded certain levels of preference against out-of-state vendors, based upon the amount of preference granted to the out-of-state vendors by their state.

### Protest Bonds

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

### Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats.

Rules 1.1(1)(c) and 1.3(11): These Rules were amended to provide that approval or disapproval of Board action is based upon an affirmative vote of a majority of members present, rather than a majority of members voting.

Rule 1.1(2)(a): This Rule now explicitly authorizes the Chairperson to execute resolutions and contracts on the District's behalf.

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words "at least" before the required amounts of the Secretary's or Treasurer's fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts.

Rule 1.1(2)(g): This Rule now explicitly authorizes the Vice-Chairperson and any other person authorized by District Resolution to sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution.

Rule 1.2(2): Language was added to this Rule to define public records, to clarify that the District is not required to prepare opinions regarding District policies, and to clarify that all forms of public records requests should be forwarded to the Secretary of the District.

Rules 1.3(1)(d), (1)(e), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules.

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting.

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules.

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds.

Rule 3.0(3)(c): This Rule was amended to clarify the definition of "Contractual Services."

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals.

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so.

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so.

Rule 3.2(8)(c): This Rule was amended to require that any agreement for financial audit services must include a deadline of July 1 for the auditor to submit the final audit report. This Rule previously required that only a draft of the audit report be due by July 1.

Rules 3.5 and 3.6: Rule 3.5 previously included both Design-Build Construction Contracts and Non Design-Build Construction Contracts. The Rules have been modified so that each type of construction contract now comprises a separate Rule. Non Design-Build Construction Contracts are governed by Rule 3.5, while Design-Build Construction Contracts are governed by Rule 3.6.

Rules 3.5(2)(e) & 3.6(2)(c)(ii)3.: Language was added to these Rules to allow the District to exclude from bidding on construction contracts any contractor who has been found guilty of any violation of federal labor or employment tax laws within the past five years.

Rule 3.5(3): Language was added to clarify that the competitive solicitation procedures in this Rule do not apply to the purchase of construction services that are purchased under a federal, state, or local government contract that has been competitively procured by such government, but only if the manner of procurement is consistent with the material procurement requirements of these Rules.

Rule 3.8(4): Language was added to clarify that the competitive solicitation procedures in this Rule do not apply to the purchase of goods, supplies, or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such government, but only if the manner of procurement is consistent with the material procurement requirements of these Rules.

Rule 3.9(2)(f): Language was added to clarify that variation in a bid is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature, and providing that mistakes in arithmetic extension of pricing may be corrected by the Board.

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high.

## **RESOLUTION 2020-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2020-01 TO RESET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENT ON THE ADOPTION OF AMENDED AND RESTATED RULES OF PROCEDURE; AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Arborwood Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

**WHEREAS**, on February 17, 2020, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2020-01, setting a public hearing to consider and hear comment on the adoption of Amended and Restated Rules of Procedure for 9:00 a.m. on May 18, 2020, at the Amenity Center Community Room, Somerset at the Plantation, 10401 Dartington Drive, Fort Myers, Florida 33913; and

**WHEREAS**, the Board now desires to reset the date of the public hearing to \_\_\_\_\_, 2020, and provide for publication of notice in accordance with Chapter 120, *Florida Statutes*.

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

**SECTION 1. PUBLIC HEARING DATE RESET.** Resolution 2020-01 is hereby amended to reflect that the public hearing to adopt the District’s Amended and Restated Rules of Procedure as declared in Resolution 2020-01 is reset to:

**Date:** \_\_\_\_\_, 2020  
**Time:** 9:00 a.m.  
**Location:** Amenity Center Community Room  
Somerset at the Plantation  
10401 Dartington Drive  
Fort Myers, Florida 33913

**SECTION 2. RESOLUTION 2020-01 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2020-01 continue in full force and effect.

**SECTION 3. AUTHORIZED TO PUBLISH NOTICE.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**RESOLUTION 2020-04**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE  
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT  
WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Arborwood Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF June, 2020.**

**ATTEST:**

**ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors



## **EXHIBIT “A”**

### **ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY**

#### **1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Arborwood Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

#### **2. Definitions.**

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### **3.1. Ethical and Honest Behavior.**

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.
  - 4.1.2. Evaluating the likelihood and extent of harm.
  - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

## 5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.
  - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes*

**Effective date:** \_\_\_\_\_, 2020

**Arborwood Community Development District**  
**Budget vs. Actual**  
October 2019 through May 2020

	<b>Oct '19 - May 20</b>	<b>19/20 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Income</b>				
01-3100 · O & M Assessments (On-Roll)	520,363.86	521,994.00	-1,630.14	99.69%
01-3300 · O & M Assessments (Off-Roll)	7,409.11	17,082.00	-9,672.89	43.37%
01-3812 · Debt Assessments (2018)	2,618,275.95	2,658,813.00	-40,537.05	98.48%
01-3818 · Debt Assessments (2014)	649,102.47	1,139,162.00	-490,059.53	56.98%
01-3822 · Debt Assess-Pd To Trustee-2018	-2,511,901.05	-2,553,275.00	41,373.95	98.38%
01-3829 · Debt Asses-Pd To Trustee-2014	-630,116.32	-1,122,190.00	492,073.68	56.15%
01-3830 · Assessment Fees	-9,638.30	-10,000.00	361.70	96.38%
01-3831 · Assessment Discounts	-136,863.87	-143,391.00	6,527.13	95.45%
01-9400 · Other Revenue	18,152.00	0.00	18,152.00	100.0%
<b>Total Income</b>	<b>524,783.85</b>	<b>508,195.00</b>	<b>16,588.85</b>	<b>103.26%</b>
<b>Expense</b>				
01-1130 · Payroll Tax Expense	290.70	912.00	-621.30	31.88%
01-1131 · Supervisor Fees	3,800.00	12,000.00	-8,200.00	31.67%
01-1310 · Engineering	27,447.43	25,000.00	2,447.43	109.79%
01-1311 · Management Fees	24,072.00	36,108.00	-12,036.00	66.67%
01-1313 · Website Management	1,333.28	1,500.00	-166.72	88.89%
01-1315 · Legal Fees	7,122.92	25,000.00	-17,877.08	28.49%
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	1,000.00	3,500.00	-2,500.00	28.57%
01-1332 · Amortization Schedule Fee	0.00	500.00	-500.00	0.0%
01-1450 · Insurance	9,951.00	15,000.00	-5,049.00	66.34%
01-1480 · Legal Advertisements	1,231.39	5,500.00	-4,268.61	22.39%
01-1512 · Miscellaneous	988.78	2,800.00	-1,811.22	35.31%
01-1513 · Postage and Delivery	197.84	1,300.00	-1,102.16	15.22%
01-1514 · Office Supplies	912.25	2,500.00	-1,587.75	36.49%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1555 · Trustee Fees	27,174.38	33,000.00	-5,825.62	82.35%
01-1743 · Continuing Disclosure Fee	3,000.00	5,000.00	-2,000.00	60.0%
01-1811 · Professional Fee & Permits	0.00	1,500.00	-1,500.00	0.0%
01-1814 · Electricity	90.12	200.00	-109.88	45.06%
01-1816 · Treeline Preserve Maint-Exotics	0.00	7,500.00	-7,500.00	0.0%
01-1818 · DRI / Traffic Monitoring	0.00	10,000.00	-10,000.00	0.0%
01-1819 · Environmentl Cnsltng-Passarella	9,922.90	20,000.00	-10,077.10	49.62%
01-1820 · Panther Mitigation Mnt-Exotics	90,568.54	90,000.00	568.54	100.63%
01-1821 · Mitigation Monitoring-Parcel C	0.00	6,200.00	-6,200.00	0.0%
01-1822 · Street Lighting-Utility & Maint	10,953.69	21,000.00	-10,046.31	52.16%
01-1824 · Field Inspector - Somerset Only	16,562.44	24,000.00	-7,437.56	69.01%
01-1825 · Lake Maintenance-Somerset Only	30,712.00	46,100.00	-15,388.00	66.62%
01-1826 · Preserve Maint - Somerset Only	0.00	35,000.00	-35,000.00	0.0%

**Arborwood Community Development District**  
**Budget vs. Actual**  
October 2019 through May 2020

	<b>Oct '19 - May 20</b>	<b>19/20 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
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%
01-1829 · Lake Bank Erosion Mte(Somerset)	34,200.00	30,000.00	4,200.00	114.0%
01-1830 · Strmwtr Drains Ins/MTE-Somerset	0.00	17,500.00	-17,500.00	0.0%
01-1831 · Strmwtr Drains Ins (Bridgetown)	0.00	2,500.00	-2,500.00	0.0%
01-1850 · Capital Outlay - Small	0.00	1,000.00	-1,000.00	0.0%
<b>Total Expense</b>	<b>301,706.66</b>	<b>508,195.00</b>	<b>-206,488.34</b>	<b>59.37%</b>
<b>Net Income</b>	<b>223,077.19</b>	<b>0.00</b>	<b>223,077.19</b>	<b>100.0%</b>

Bank Balance As Of 5/31/20	\$ 417,150.02
Accounts Payable As Of 5/31/20	\$ 65,426.65
Other Assets As Of 5/31/20	\$ -
<b>Total Fund Balance As Of 5/31/20</b>	<b>\$ 351,723.37</b>