



**ARBORWOOD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
FEBRUARY 21, 2022  
9:00 A.M.**

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

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

**AGENDA**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
Amenity Center Community Room  
Somerset at the Plantation  
10401 Dartington Drive  
Fort Myers, Florida, 33913  
**REGULAR BOARD MEETING**  
**February 21, 2022**  
**9:00 A.M.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. January 17, 2022 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
  - 1. Update Regarding FPL Arborwood CDD Tax Exemption and Rate
  - 2. Discussion Regarding Encroachment of Completed After-Market Pool into the LME at 12067 Westmoreland Way, Bridgetown
- I. Administrative Matters
  - 1. Manager's Report
    - a. Financials.....Page 6
  - 2. Engineer Report
    - a. Consider Approval of Drainage Improvement Cost Options.....Page 8
  - 3. Field Inspectors Report
    - a. Update on Overspraying Issues in Somerset
- J. Board Members Comments
- K. Adjourn

# The News-Press media group

news-press.com A GANNETT COMPANY

Attn:

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

STATE OF FLORIDA COUNTY OF LEE:

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

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE**  
Regular Meetings of the Board of Supervisors of the  
Arborwood Community

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

10/06/2021

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

Sworn to and Subscribed before me this 6th of October 2021,  
by legal clerk who is personally known to me.

Denise Roberts  
Affiant

Vicky Felty  
Notary State of Wisconsin, County of Brown

9/19/25  
My commission expires

# of Affidavits 1

**This is not an invoice**

VICKY FELTY  
Notary Public  
State of Wisconsin

## ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

Regular Meetings of the Board of Supervisors of the Arborwood Community Development District will be held at 9:00 a.m. in the Amenities Center Community Room at Somerset at The Plantation located at 10401 Dartington Drive, Ft. Myers, Florida 33913 on the following dates:

October 18, 2021  
November 15, 2021  
December 20, 2021  
January 17, 2022  
February 21, 2022  
March 21, 2022  
April 18, 2022  
May 16, 2022  
June 20, 2022  
July 18, 2022  
August 15, 2022  
September 19, 2022

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800- 955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at a particular meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

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

Kathleen Meneely  
District Manager  
Arborwood Community Development District

www.arborwoodcdd.org  
AD# 4937906

October 6, 2021

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
JANUARY 17, 2022**

**A. CALL TO ORDER**

The January 17, 2022, Regular Board Meeting of the Arborwood Community Development District (the "District") was called to order at 9:00 a.m. in the Amenity Center Community Room at the 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 January 7, 2022, as part of the District's Fiscal Year 2021/2022 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

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

Chairman	Gary Franz	Present
Vice Chairman	Joan Pattison	Present
Supervisor	Jack Aycock	Present
Supervisor	Lawrence Carr	Absent
Supervisor	Jeff Gordish	Present

Staff members in virtual attendance were:

District Manager	Kathleen Meneely	Special District Services, Inc.
General Counsel	Wes Haber (via phone)	Kutak Rock, LLC
District Engineer	Josh Evans	JR Evans Engineering
Field Inspector	Bohdan Hirniak	

Others present were: Bethany Brosious of Passarella & Associates; Ryan Lorenz of Evans Engineering; and the following District residents: Chris Anderson, Helen Shorey and Ed Thomas.

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

Mr. Evans requested the addition of Consider Proposal for Stormwater Needs Analysis. There was a Board consensus to add the item under the Engineering Report.

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

Mr. Thomas introduced himself as being on the HOA of Marina Bay and had questions regarding communication about the baffles proposed on the Botanica Lakes property. Mr. Franz stated that Mr. Aycock had been talking to Botanica Lakes on behalf of the CDD. Mr. Thomas asked what would happen if Marina

Bay said no to the project? Mr. Aycock stated that Botanica Lakes had a different HOA board now that seems to have a common interest in drainage. Mr. Franz asked if the Botanica Lakes HOA Board knows they have a legal responsibility to maintain the drainage structures and Mr. Evans stated that they do, as the District Board had sent them a letter regarding that responsibility. Mr. Franz added that if they do not comply, sooner or later the CDD would need to ask South Florida Water Management District (“SFWMD”) to intervene and force compliance before the rainy season. Mr. Evans pointed out that baffles were not required and are voluntary, but are a best practice and will help keep the structures debris free. He added that Botanica Lakes, regardless of adding baffles, is still responsible for maintenance. He then displayed a diagram of a proposed baffle. Mr. Aycock stated it was his hope that the CDD would consider participating financially in the baffle work. Mr. Brosious stated the project would need space around it for the baffle to work, which would require a buy-in from SFWMD and the Army Corps of Engineers. Mr. Evans stated the direction from the District was that he assist with the design and permitting and Botanica Lakes pay for the installation. Mr. Franz stated the District should proceed carefully as there could be precedence set. He added that the District’s financial participation should be limited to engineering time as opposed to participating in the cost of construction. Upon discussion, it was agreed upon that the engineer would provide a letter to Botanica Lakes, first run by staff and the Chair, regarding the project to see how they want to proceed before any more funds are expended. Mr. Evans advised he would prepare the letter and run it by staff and the Chair, as requested.

## **F. APPROVAL OF MINUTES**

### **1. November 15, 2021, Regular Board Meeting**

The November 15, 2021, Regular Board Meeting minutes were presented for consideration.

A **motion** was made by Mrs. Pattison, seconded by Mr. Gordish and passed unanimously approving the November 15, 2021, Regular Board Meeting minutes, as amended.

## **G. OLD BUSINESS**

There were no Old Business items to address.

## **H. NEW BUSINESS**

### **1. Discussion Regarding Excessive Littoral Trimming in Bridgetown**

Mr. Aycock advised he had a resident contact him regarding excessive trimming of the littorals in Bridgetown. Mr. Evans showed pictures of the area and Ms. Meneely stated that the HOA manager had been contacted and was going to send something out to all the residents as well as speak to the specific landowners and contractor. Mr. Gordish stated that the littorals come back very quickly and Mr. Hirniak expressed how beneficial of a plant spike rush is considered.

## **I. ADMINISTRATIVE MATTERS**

### **1. Manager’s Report**

#### **a. Financials**

Ms. Meneely went over the financials stating that they ran through December 2021 and represented 25% of the budget year. Mr. Gordish questioned streetlight maintenance stating that Ms. Meneely had provided the invoices for the lights, but he still needed the plans from Mr. Evans. He questioned why the District was not exempt from utility taxes to which Mr. Haber and Ms. Meneely stated they would look into the issue. Mr. Gordish also asked why there were late charges and Ms. Meneely stated that normally it would be on account of how long it took for approvals to be obtained for making a check cycle. Mr. Gordish questioned a bill for

the irrigation of Treeline at \$12.43 a month and capping the meter. Mr. Franz stated these were minor expenses that would be looked into and addressed.

Mr. Aycock stated he was surprised that 30% of the budget was Somerset only. Mr. Franz explained that there were separate assessments for each community based on the services received and the budget for each community is based on history. Mr. Aycock questioned the responsibility of the City for District matters and Mr. Haber responded that the District was an independent unite of government and not an arm of the City.

Ms. Meneely reminded the Board that their next meeting was scheduled for February 21, 2022.

## **2. Attorney's Report**

Mr. Haber gave the history on sign responsibility and reminded the Board that they directed staff to work with the landowner and Centex on the issue. He furthered that Centex had agreed to terminate the agreement with the CDD and now he was working with the landowner so that the CDD has no responsibility for the sign. He added that he was waiting on an easement termination document and, once received, noted that the Chair had already been authorized to sign.

## **3. Engineer's Report**

### **a. Discussion Regarding Plans and Timing for Somerset Pond Bank Repairs**

Mr. Evans went over the history and the design for yard drain details. He stated there were 26 locations and he had sent this out to contractors for bids, noting the yard drain would help a lot with drainage. He suggested the Board consider doing 70% this year and 30% next year. Mr. Gordish suggested that when the work is being done that the HOA be notified so they can advise residents of same.

### **b. Consider Proposal for Stormwater Needs Analysis**

Mr. Evans explained that this report was required by HB53. Mr. Haber went over the legislative requirement, stating that the report was due at the end of June and is specific to areas of permits and is not a budgeted expense. Mr. Evans stated the cost will be \$8,500.

A **motion** was made by Mrs. Pattison, seconded by Mr. Aycock and passed unanimously approving the proposal in the amount of \$8,500 for the Stormwater Needs Analysis, as presented and authorizing the Chair to sign.

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

Mr. Hirniak stated that the lakes looked good and the invasives seemed to be under control. He mentioned that he had spoken with a resident on Glastonbury who asked if the low water could be raised and he assured the resident that this was not unusual during the dry season. He added that the spraying of the flow way for invasives was ongoing. Mr. Franz asked about the over spraying by Clarke that was reported. Mr. Hirniak responded that Clarke would take care of the issue, whether they were responsible or not. Mr. Anderson stated it was random around the development and Ms. Shorey added that the turf in these areas was dead and nothing had been done to repair the damage. Mr. Franz asked how many areas needed repair and Mr. Gordish advised it was less than 5. Mr. Franz indicated that he saw a guy spraying with a wand from an ATV that seemed to be moving fast and careless. Mr. Hirniak stated it was due to wind conditions and Clarke was aware of the issue and has taken responsibility for repairing the areas. Mr. Gordish stated he would have the Landscape Committee look at the area and send the locations to Mr. Hirniak.

Gordish stated that there is a curio cabinet that had been thrown into the north side of the flow way stating it was too large for a single person to move. Haber stated it is the districts responsibility to have it moved but it can be charged to the responsible party if one is determined. Staff stated they would look into removal.

## **J. BOARD MEMBER COMMENTS**

### **1. Further Discussion on Maintenance Flow Way - Aycock**

Mr. Aycock stated he asked for this to be on the agenda, again, as he was concerned that the property may not be maintained properly and therefore could be an issue with the SFWMD. He indicated he felt like the District was not being a good neighbor if it expects the HOA to take care of the littorals in the District's waterways. Mr. Franz pointed out that the CDD has no obligation for pond maintenance anywhere but Somerset and Mr. Haber added that it also has permit responsibility for Bridgetown, but Bridgetown has contractually taken responsibility for the maintenance. Mr. Evans advised that he does an annual report and hands it over to the other developments. Mr. Aycock opined that he believed the District should care how the flow way looks. Mr. Gordish stated that if Somerset pays to maintain their area, then residents outside of Somerset should pay for their own cosmetic issues. Mr. Franz furthered that it is the CDD's responsibility if the flow way is not functioning, but if residents do not like the way it looks, then it is not paid for by the CDD, but rather by the residents of the neighborhood. Mr. Gordish asked if there were any agreements for the other side of Treeline. Mr. Haber indicated that the CDD owns those ponds and the flow way, but not the other aspects of the stormwater system. He continued that if aesthetics benefit a certain neighborhood, the District could enter into an agreement whereby the respective HOA maintains the aesthetic improvements and the District allows access for that purpose. The other option is the CDD can add money to the budget and increase the assessment for the neighborhood that benefits from it. Mr. Thomas expressed that the HOA would need to see if they want to spend money on such a small area. Mr. Aycock asked if the work in Bridegetown should be supervised and Mr. Franz indicated that Mr. Evans does an annual inspection. Mr. Gordish asked, and it was consensus of the Board, to have Mr. Evans look at the flow way during the annual lake bank inspection. Mr. Evans summarized the discussion by stating that the District's obligation was to the permit, not aesthetics.

## **K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Aycock, seconded by Mr. Gordish and passed unanimously to adjourn the Regular Board Meeting at 11:07 a.m.

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Secretary/Assistant Secretary

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Chair/Vice-Chair

# Arborwood Community Development District

## Budget vs. Actual

October 2021 through January 2022

	<u>Oct '21 - Jan 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
01-3100 · O & M Assessments (On-Roll)	478,421.64	504,210.00	-25,788.36	94.89%
01-3305 · O&M Assesmnts-Off Roll-WCI-LNNR	0.00	3,565.00	-3,565.00	0.0%
01-3812 · Debt Assessments (2018)	2,502,868.30	2,637,865.00	-134,996.70	94.88%
01-3818 · Debt Assessments (2014)	550,542.20	812,114.00	-261,571.80	67.79%
01-3822 · Debt Assess-Pd To Trustee-2018	-2,396,411.20	-2,532,350.00	135,938.80	94.63%
01-3829 · Debt Asses-Pd To Trustee-2014	-527,125.65	-788,905.00	261,779.35	66.82%
01-3830 · Assessment Fees	-9,966.60	-10,000.00	33.40	99.67%
01-3831 · Assessment Discounts	-140,256.71	-148,892.00	8,635.29	94.2%
01-9400 · Other Revenue	0.00	15,000.00	-15,000.00	0.0%
<b>Total Income</b>	<b>458,071.98</b>	<b>492,607.00</b>	<b>-34,535.02</b>	<b>92.99%</b>
<b>Expense</b>				
01-1130 · Payroll Tax Expense	214.20	880.00	-665.80	24.34%
01-1131 · Supervisor Fees	2,800.00	11,000.00	-8,200.00	25.46%
01-1310 · Engineering	8,030.25	32,500.00	-24,469.75	24.71%
01-1311 · Management Fees	12,484.00	37,452.00	-24,968.00	33.33%
01-1313 · Website Management	666.64	2,000.00	-1,333.36	33.33%
01-1315 · Legal Fees	1,200.50	23,000.00	-21,799.50	5.22%
01-1318 · Assessment/Tax Roll	0.00	5,000.00	-5,000.00	0.0%
01-1320 · Audit Fees	0.00	5,350.00	-5,350.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	2,000.00	-2,000.00	0.0%
01-1332 · Amortization Schedule Fee	0.00	500.00	-500.00	0.0%
01-1450 · Insurance	9,983.00	12,000.00	-2,017.00	83.19%
01-1480 · Legal Advertisements	653.44	5,500.00	-4,846.56	11.88%
01-1512 · Miscellaneous	725.21	3,500.00	-2,774.79	20.72%
01-1513 · Postage and Delivery	101.51	1,200.00	-1,098.49	8.46%
01-1514 · Office Supplies	289.20	2,300.00	-2,010.80	12.57%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1555 · Trustee Fees	0.00	30,000.00	-30,000.00	0.0%
01-1743 · Continuing Disclosure Fee	0.00	4,000.00	-4,000.00	0.0%
01-1811 · Professional Fee & Permits	0.00	1,250.00	-1,250.00	0.0%
01-1816 · Treeline Preserve Maint-Exotics	0.00	6,000.00	-6,000.00	0.0%
01-1818 · DRI / Traffic Monitoring	0.00	10,000.00	-10,000.00	0.0%
01-1819 · Environmentl Cnsltng-Passarella	1,375.00	20,000.00	-18,625.00	6.88%
01-1820 · Panther Mitigation Mnt-Exotics	0.00	80,000.00	-80,000.00	0.0%



**Arborwood Community Development District**  
**Budget vs. Actual**  
October 2021 through January 2022

	<b>Oct '21 - Jan 22</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
01-1822 · Street Lighting-Utility & Maint	3,049.62	15,000.00	-11,950.38	20.33%
01-1824 · Field Inspector - Somerset Only	7,919.52	25,500.00	-17,580.48	31.06%
01-1825 · Lake Maintenance-Somerset Only	15,356.00	46,100.00	-30,744.00	33.31%
01-1826 · Preserve Maint - Somerset Only	0.00	35,000.00	-35,000.00	0.0%
01-1827 · Flowway Maintenance	0.00	4,600.00	-4,600.00	0.0%
01-1828 · Preserve Maint (Parcel C Only)	0.00	10,800.00	-10,800.00	0.0%
01-1829 · Lake Bank Erosion Mte(Somerset)	0.00	36,500.00	-36,500.00	0.0%
01-1830 · Strmwtr Drains Ins/MTE-Somerset	0.00	20,000.00	-20,000.00	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>65,023.09</b>	<b>492,607.00</b>	<b>-427,583.91</b>	<b>13.2%</b>
<b>Net Income</b>	<b>393,048.89</b>	<b>0.00</b>	<b>393,048.89</b>	<b>100.0%</b>

Bank Balance As Of 1/31/22	\$ 846,945.24
Accounts Payable As Of 1/31/22	\$ 179,253.05
Other Assets As Of 1/31/22	\$ -
<b>Total Fund Balance As Of 1/31/22</b>	<b>\$ 667,692.19</b>

# Dragonfly Pond Works

PO Box 1089  
Apex, NC 27502  
877-766-3979 Telephone  
General Contractor License No: 83018



## Proposal

January 21, 2022

Proposal No: 1707

Submitted To
Kathleen Dailey 2501 A Burns Rd Palm Beach Gardens, FL33410
On behalf of: Arborwood CDD
Hereinafter collectively referred to as "Client" or "Owner."

Project
Arborwood CDD Gladstone Way Ft Myers, FL 33913

### Proposal Notes

Dragonfly will provide pond maintenance and repair services as described below. This proposal scope and price is valid for for a period of 90 days.

#### 12717 - 12735 Kingsmill Way

Includes labor and material to install 4 (4) 18 x 18 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

**Subtotal**

**14,245.00**

#### 12992 Milford Place

Includes labor and material to install 2 (2) 18 x 18 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

**Subtotal**

**6,881.00**

#### 12259 - 12637 Lonsdale

Includes labor and material to install 12 (12) 18 x 18 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

**Subtotal**

**41,316.00**

12802 - 12811 Chadsford

Includes labor and material to install 6 (6) 18 x 18 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal

19,771.00

12321 Litchfield Ln

Includes labor and material to install 7 (7) 18 x 18 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal

23,327.00

Proposal Total

105,540.00

**Terms & Conditions****TERMS & CONDITIONS:**

1. **OFFER.** This proposal constitutes an offer by Dragonfly Pond Works, LLC to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work. This proposal is good for a period of 90 days from Proposal Date.
2. **ACCESS AND AUTHORIZATION.** Client shall provide Dragonfly Pond Works with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's (1) change in schedule, (2) failure to provide access to the property, and/or (3) failure to obtain required documentation may result in additional fees charged to the Client. Client shall maintain property insurance at or above the limits and coverage that are in place at the time of executing this agreement.
3. **STRUCTURES AND UTILITIES.** In the execution of the Work, Dragonfly Pond Works will take reasonable precautions to avoid damage to subterranean structures, roads, sidewalks and utilities. Any repairs to structures not specified or included on the repair scope and/or not accurately located and called out by the Client will be billed back to the Client on a time and materials basis plus a 15% fee. Any stumps, culverts, rocks or other obstacle will not be removed during project execution without a written change order signed by the Client and an authorized representative of Dragonfly Pond Works, which shall include the cost of removal and associated replacement and an extension of the project completion deadline, if applicable.
4. **WARRANTY.** Dragonfly Pond Works will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless specifically set forth in this Agreement, Dragonfly Pond Works does not warrant or represent that the Work or any products will achieve any specific result, outcome, or performance. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Dragonfly Pond Works and that the data interpretations and recommendations of Dragonfly Pond Works' personnel are based solely on the information available to them. Dragonfly Pond Works is not licensed to provide professional engineering and/or surveying opinions on the appropriate scope of work necessary to achieve a particular result. Dragonfly Pond Works encourages Client to retain a licensed engineer and/or surveyor to assess Client's needs and approve of the scope of work set forth herein. If Client declines to retain a licensed engineer and/or surveyor, Client assumes that risk that the scope of work contained herein will not achieve the desired results. If equipment is supplied as part of this agreement, Client agrees that Dragonfly Pond Works will not be liable for any claims due to defective equipment or materials manufactured by third parties other than Dragonfly Pond Works.
5. **RELATIONSHIP OF THE PARTIES.** In performing the Work, Dragonfly Pond Works shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.
6. **INDEMNIFICATION.** Client agrees to indemnify and hold Dragonfly Pond Works harmless from and against any and all damages, claims, delays, or costs (including court costs and attorneys' fees) associated with or arising out of the Work to the fullest extent permitted by law, except to the extent any damages, claims, delays, or costs are ruled by a Court (or, if applicable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
7. **FORCE MAJEURE.** Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; changes or interpretations of governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.
8. **CHANGE ORDERS.** Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.
10. **COMPENSATION.** Client shall pay Dragonfly Pond Works for the Work in the amounts and at the times and in the manner set forth in the proposal.
11. **PAYMENT TERMS.** Dragonfly Pond Works expects prompt payment for its Work. Toward that end, payment terms are as follows: the client will be billed in equal payments on the 15th day of the service month. An interest charge of 5% per month shall be applied to all balances over 30 days old. Dragonfly Pond Works and Client understand and agree that the prevailing party in a dispute, whether in a court of competent jurisdiction or in arbitration, shall be entitled to recovery of all costs, including attorney's fees, collection fees, interest and court costs and/or arbitration fees.
12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Dragonfly Pond Works, LLC PO Box 1089, Apex NC 27502; the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in

accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be "prime facie" evidence thereof.

13. GOVERNING LAW and ARBITRATION. The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of North Carolina. The parties agree that, to the fullest extent permissible under applicable law, any claims, disputes, or lawsuits arising out of or relating to this agreement or the Work shall be subject to final and binding arbitration. The arbitration shall be conducted pursuant to the Federal Arbitration Act and the North Carolina Revised Uniform Arbitration Act, using one arbitrator, applying North Carolina law, and conducting the arbitration in Raleigh, North Carolina. The parties intend to expedite the arbitration and limit discovery so as to reduce the costs of arbitration, and expressly agree to conduct the arbitration and obtain a final ruling from the arbitrator within six months of the arbitrator being appointed. The parties expressly agree that the arbitrator shall have the power, jurisdiction, and authority to award the prevailing party all costs, including attorney's fees, collection fees, interest, court costs and/or arbitration fees.

By: _____	1/21/2022	Accepted: _____	_____
Dragonfly Pond Works	Date	Arborwood CDD	Date

To be completed by client:

Billing Email & Contact	_____
Billing Phone	_____
Billing Address	_____

# Dragonfly Pond Works

PO Box 1089  
Apex, NC 27502  
877-766-3979 Telephone  
General Contractor License No: 83018



## Proposal

January 25, 2022

Proposal No: 1707

### Submitted To

Kathleen Dailey  
2501 A Burns Rd  
Palm Beach Gardens, FL33410

On behalf of: Arborwood CDD

Hereinafter collectively referred to as "Client" or  
"Owner."

### Project

Arborwood CDD  
Gladstone Way  
Ft Myers, FL 33913

### Proposal Notes

Dragonfly will provide pond maintenance and repair services as described below. This proposal scope and price is valid for for a period of 90 days.

#### 12717 - 12735 Kingsmill Way

Includes labor and material to install 4 (4) 12 x 12 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

**Subtotal**

**9,625.00**

#### 12992 Milford Place

Includes labor and material to install 2 (2) 12 x 12 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

**Subtotal**

**4,572.00**

#### 12259 - 12637 Lonsdale Ter

Includes labor and material to install 12 (12) 12 x 12 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

**Subtotal**

**27,456.00**

12802 - 12811 Chadsford Cir

Includes labor and material to install 6 (6) 12 x 12 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal

12,841.00

12321 - 12343 Litchfield Ln

Includes labor and material to install 7 (7) 12 x 12 " catch basins and steel galvanized grate. 8" PVC pipe will be extended in to lake at approximately 43+/- from basin site. Area surrounding basin will be shaped according to plan provided by JR Evans Engineering. Existing erosion will be repaired by importing fill. Repaired area will be covered with Floratam sod.

Subtotal

15,242.00

Proposal Total

69,736.00

**Terms & Conditions****TERMS & CONDITIONS:**

1. **OFFER.** This proposal constitutes an offer by Dragonfly Pond Works, LLC to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work. This proposal is good for a period of 90 days from Proposal Date.
2. **ACCESS AND AUTHORIZATION.** Client shall provide Dragonfly Pond Works with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's (1) change in schedule, (2) failure to provide access to the property, and/or (3) failure to obtain required documentation may result in additional fees charged to the Client. Client shall maintain property insurance at or above the limits and coverage that are in place at the time of executing this agreement.
3. **STRUCTURES AND UTILITIES.** In the execution of the Work, Dragonfly Pond Works will take reasonable precautions to avoid damage to subterranean structures, roads, sidewalks and utilities. Any repairs to structures not specified or included on the repair scope and/or not accurately located and called out by the Client will be billed back to the Client on a time and materials basis plus a 15% fee. Any stumps, culverts, rocks or other obstacle will not be removed during project execution without a written change order signed by the Client and an authorized representative of Dragonfly Pond Works, which shall include the cost of removal and associated replacement and an extension of the project completion deadline, if applicable.
4. **WARRANTY.** Dragonfly Pond Works will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless specifically set forth in this Agreement, Dragonfly Pond Works does not warrant or represent that the Work or any products will achieve any specific result, outcome, or performance. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Dragonfly Pond Works and that the data interpretations and recommendations of Dragonfly Pond Works' personnel are based solely on the information available to them. Dragonfly Pond Works is not licensed to provide professional engineering and/or surveying opinions on the appropriate scope of work necessary to achieve a particular result. Dragonfly Pond Works encourages Client to retain a licensed engineer and/or surveyor to assess Client's needs and approve of the scope of work set forth herein. If Client declines to retain a licensed engineer and/or surveyor, Client assumes that risk that the scope of work contained herein will not achieve the desired results. If equipment is supplied as part of this agreement, Client agrees that Dragonfly Pond Works will not be liable for any claims due to defective equipment or materials manufactured by third parties other than Dragonfly Pond Works.
5. **RELATIONSHIP OF THE PARTIES.** In performing the Work, Dragonfly Pond Works shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.
6. **INDEMNIFICATION.** Client agrees to indemnify and hold Dragonfly Pond Works harmless from and against any and all damages, claims, delays, or costs (including court costs and attorneys' fees) associated with or arising out of the Work to the fullest extent permitted by law, except to the extent any damages, claims, delays, or costs are ruled by a Court (or, if applicable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
7. **FORCE MAJEURE.** Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; changes or interpretations of governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.
8. **CHANGE ORDERS.** Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.
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By: _____	1/25/2022	Accepted: _____	_____
Dragonfly Pond Works	Date	Arborwood CDD	Date

To be completed by client:

Billing Email & Contact	_____
Billing Phone	_____
Billing Address	_____