



**ARBORWOOD
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
JULY 18, 2022
9:00 A.M.**

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

www.arborwoodcdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT
Bridgetown at the Plantation Amenity Center - Barbados Room
11741 Kingsbridge Boulevard
Fort Myers, Florida 33913
REGULAR BOARD MEETING
July 18, 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. June 20, 2022 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
 - 1. Further Discussion Regarding Signage for the Flow Way
- H. New Business
- I. Administrative Matters
 - 1. Manager's Report
 - a. Financials.....Page 7
 - b. Meeting Schedule
 - 2. Attorney's Report
 - 3. Engineer Report
 - a. Consider Approval of Proposal for Repair of Lake Bank Erosion Behind Number 13 Green..Page 9
 - 4. Field Inspectors Report
- J. Board Members Comments
- K. Adjourn

Miscellaneous Notices



Published in The News-Press on July 8, 2022

Location

Lee County, Florida

Notice Text

NOTICE OF MEETING ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors (the "Board") of the Arborwood Community Development District (the "District") will hold a Board Meeting on July 18, 2022, at 9:00 a.m. in the Bridgetown at the Plantation Amenity Center Barbados Room located at 11741 Kingsbridge Boulevard, Fort Myers, Florida 33913. The Board Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. A copy of the agenda for the meeting may be obtained from the District's website or by contacting the District Manager, Special District Services, located at 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134. There may be occasions when one or more Supervisors will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this Board Meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at (239) 444-5790. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office. A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based. Meetings may be cancelled from time to time without advertised notice. Kathleen Meneely District Manager Arborwood Community Development District www.arborwoodcdd.org Ad#5323107 July 8, 2022

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 20, 2022**

A. CALL TO ORDER

The June 20, 2022, Regular Board Meeting of the Arborwood Community Development District (the “District”) was called to order at 9:00 a.m. in the Barbados Room Bridgetown at the Plantation Amenity Center located at 11741 Kingsbridge Boulevard, 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 April 8, 2022, as part of the Revised 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		Vacant
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: Michael Fasy, the Golf Course Manager, Michael McElligott of Special District Services, Inc. (via phone); and the following District residents: Jerry Strohmenger, Jim DeStephano and Ray Holter.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Franz asked to move the Golf Course item to earlier in the meeting.

Mr. Aycock asked for the addition of a discussion on the signage in the flow way under Board Member Comments.

Ms. Meneely asked to start the meeting with Consider Acceptance of Resignation of Lawrence Carr and to talk about the process to be used.

There was a consensus of the Board for all three of the above indicated items.

Ms. Meneely indicated that Lawrence Carr had resigned.

A **motion** was made by Mr. Gordish, seconded by Mrs. Pattison and passed unanimously accepting Mr. Carr's resignation.

Ms. Meneely advised that Mr. Franz had not sought to qualify for his seat, which is expiring in November, so there will be a second vacancy at that time. Discussion ensued regarding seeking resumes with Mr. Franz pointing out that the preference in Board Members should be individuals from Bridgetown or the other communities, as Somerset is currently well represented on the Board. There was a consensus of the Board directing Ms. Meneely to send an announcement to the HOA managers for consideration of candidates to take place at the August meeting.

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

Mr. Strohmenger asked about maintenance of the flow way west of Treeline. Mr. Gordish indicated that the entire flow way needed to be cleaned out. Mr. Evans advised that it gets sprayed once a year and that Mr. Strohmenger was referring to west of Treeline on the south end of the community. Mr. Strohmenger opined that the water was not flowing the way it should be. Mr. Evans stated that there was a control structure going under I-75 and the area looked like it was supposed to look. He reminded the Board that water flows through plants, which are beneficial to the water quality and added that FDOT was responsible for the area under I-75. Mr. Evans furthered that nothing was blocking the flow, but it should be surveyed every 5-10 years.

After discussion, a **motion** was made by Mr. Gordish, seconded by Mr. Aycock and passed unanimously directing Mr. Evans to obtain a proposal for surveying 7-10 cross sections of the north bypass flow way in basin 8.

Discussion then ensued regarding lily pads and Mr. Evans advised that he would verify that they were not invasive.

F. APPROVAL OF MINUTES

1. April 18, 2022, Regular Board Meeting

The April 18, 2022, Regular Board Meeting minutes were presented for consideration.

Mr. Franz noted under the discussion regarding the bench on CDD property, the minutes were missing the second by Mr. Carr and that the motion carried 3-2 with Mr. Gordish, not Mr. Carr, dissenting.

A **motion** was made by Mrs. Pattison, seconded by Mr. Aycock and passed unanimously approving the April 18, 2022, Regular Board Meeting minutes, as amended.

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

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Fort Myers News-Press* on May 31, 2022, and June 7, 2022, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

There was no public comment on the Fiscal Year 2022/2023 Final Budget.

3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget

Resolution No. 2022-02, was presented, entitled:

RESOLUTION 2022-02

THE ANNUAL APPROPRIATION RESOLUTION OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mrs. Pattison, seconded by Mr. Gordish and passed unanimously adopting Resolution No. 2022-02, as presented.

4. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Assessment Roll

Resolution No. 2022-03 was presented, entitled:

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Gordish questioned the assessment roll regarding Units H-1 and H-2, which were assessed as commercial, but are being built as apartments and condominiums. Mr. McElligott stated that apartments were still considered commercial and assessed as one parcel. Mr. Haber stated that the methodology would need to be looked at if the condominiums were to be assessed per unit, as it may be a situation similar to the cell tower. Mr. Franz suggested, and it was consensus of the Board, to research what the District is allowed to do by law for recalculation for the next year’s budget.

A **motion** was then made by Mr. Aycock, seconded by Mr. Gordish and passed unanimously adopting Resolution No. 2022-03, as presented.

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

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2022/2023 Meeting Schedule

Resolution No. 2022-04 was presented, entitled:

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mrs. Pattison, seconded by Mr. Aycock and passed unanimously adopting Resolution no. 2022-04, as presented.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

a. Financials

Ms. Meneely went over the financials. There were no questions from the Board Members.

Ms. Meneely advised that the next meetings were scheduled for July 18, 2022, and August 15, 2022.

b. Update on FPL Streetlight Classification

Ms. Meneely reported that Shamy had spoken with FPL and the representative was still awaiting responses from other departments.

2. Attorney's Report

a. Update on Alvarez Partial Release of Easement Agreement

Mr. Haber stated that the agreement had been prepared and approved by Alvarez. Ms. Meneely indicated she would bring it to the next meeting for Mr. Franz to sign and be notarized.

3. Engineer's Report

a. Update on Plantation Golf and Country Club Request for Repair of Lake Bank Erosion behind Green Number 13

Mr. Franz introduced Mike Fasy as the new Golf Course Superintendent. Mr. Evans advised that he had gone out and looked at the area and indicated that it is even erosion with no abnormalities. He added that the District would fix it with soil, but that the golf course would like sod. Mr. Fasy expressed his concern that it could erode close to the green, so he obtained a proposal to fix it with a sock. Mr. Evans stated he would like to get another quote and Mr. Franz added that the CDD could participate in its normal procedure, but any other fixes above what is normal should be at the expense of the golf course. There was a consensus of the Board directing Mr. Evans to obtain quotes and bring those to the next meeting.

Mr. Evans stated that the GIS info that needed correcting had been incorporated into the program.

Regarding the baffle for Botanica Lakes, Mr. Evans stated the design was being discussed back and forth and should be finished soon.

4. Field Inspector's Report

Mr. Hirniak advised that the lake levels were back up. Regarding the property on Sussex where spraying had taken place in the back, he stated that the spike rush had come back and there was no longer an issue. Ms. Meneely added that a letter was sent to the homeowner on the issue.

Mr. Gordish brought up trash bags in the preserve off of Plantation Gardens. Mr. Evans stated that the golf course had equipment and he will talk to Mr. Fasy about helping the District with removing the garbage.

K. BOARD MEMBER COMMENTS

1. Signage on Flow Way (Mr. Aycock's addition)

Mr. Aycock showed a picture of the current sign and thought that the words "No Fishing" should be added. Mr. Franz asked if there was a liability for fishing and Mr. Haber indicated, due to there being no rule against it, if someone gets sick or injured fishing, the District could be named, but it has strong protection with sovereign immunity.

Mr. Aycock asked if lily pads were invasive to which Mr. Hirniak responded, in his opinion, they are native and do not impact the water quality.

Mr. Gordish noted there were four streetlights out on Treeline. Ms. Meneely indicated she would let the maintenance contractor know.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mrs. Pattison, seconded by Mr. Aycock and passed unanimously to adjourn the Regular Board Meeting at 10:51 a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

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

	Oct '21 - Jun 22	21/22 Budget	\$ Over Budget	% of Budget
Income				
01-3100 · O & M Assessments (On-Roll)	502,246.58	504,210.00	-1,963.42	99.61%
01-3305 · O&M Assesmnts (Off-Roll)	0.00	3,565.00	-3,565.00	0.0%
01-3812 · Debt Assessments (2018)	2,627,511.70	2,637,865.00	-10,353.30	99.61%
01-3818 · Debt Assessments (2014)	577,959.70	812,114.00	-234,154.30	71.17%
01-3822 · Debt Assess-Pd To Trustee-2018	-2,519,842.45	-2,532,350.00	12,507.55	99.51%
01-3829 · Debt Asses-Pd To Trustee-2014	-554,276.75	-788,905.00	234,628.25	70.26%
01-3830 · Assessment Fees	-9,993.54	-10,000.00	6.46	99.94%
01-3831 · Assessment Discounts	-141,940.34	-148,892.00	6,951.66	95.33%
01-9400 · Other Revenue	0.00	15,000.00	-15,000.00	0.0%
Total Income	481,664.90	492,607.00	-10,942.10	97.78%
Expense				
01-1130 · Payroll Tax Expense	581.40	880.00	-298.60	66.07%
01-1131 · Supervisor Fees	7,600.00	11,000.00	-3,400.00	69.09%
01-1310 · Engineering	27,772.26	32,500.00	-4,727.74	85.45%
01-1311 · Management Fees	28,089.00	37,452.00	-9,363.00	75.0%
01-1313 · Website Management	1,499.94	2,000.00	-500.06	75.0%
01-1315 · Legal Fees	7,187.00	23,000.00	-15,813.00	31.25%
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	1,000.00	2,000.00	-1,000.00	50.0%
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	1,966.01	5,500.00	-3,533.99	35.75%
01-1512 · Miscellaneous	1,678.34	3,500.00	-1,821.66	47.95%
01-1513 · Postage and Delivery	344.66	1,200.00	-855.34	28.72%
01-1514 · Office Supplies	1,087.60	2,300.00	-1,212.40	47.29%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1555 · Trustee Fees	27,174.38	30,000.00	-2,825.62	90.58%
01-1743 · Continuing Disclosure Fee	3,000.00	4,000.00	-1,000.00	75.0%
01-1811 · Professional Fee & Permits	0.00	1,250.00	-1,250.00	0.0%

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

	<u>Oct '21 - Jun 22</u>	<u>21/22 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1815 · Miscellaneous Maintenance	488.60	0.00	488.60	100.0%
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	6,973.75	20,000.00	-13,026.25	34.87%
01-1820 · Panther Mitigation Mnt-Exotics	80,000.00	80,000.00	0.00	100.0%
01-1822 · Street Lighting-Utility & Maint	4,144.35	15,000.00	-10,855.65	27.63%
01-1824 · Field Inspector - Somerset Only	18,667.44	25,500.00	-6,832.56	73.21%
01-1825 · Lake Maintenance-Somerset Only	36,901.00	46,100.00	-9,199.00	80.05%
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)	1,900.00	10,800.00	-8,900.00	17.59%
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%
Total Expense	<u>268,213.73</u>	<u>492,607.00</u>	<u>-224,393.27</u>	<u>54.45%</u>
Net Income	<u>213,451.17</u>	<u>0.00</u>	<u>213,451.17</u>	<u>100.0%</u>

Bank Balance As Of 6/30/22	\$ 519,389.40
Accounts Payable As Of 6/30/22	\$ 31,294.93
Other Assets As Of 6/30/22	\$ -
Total Fund Balance As Of 6/30/22	\$ 488,094.47

Dragonfly Pond Works

PO BOX 32637
Charlotte, NC 28232-2637
877-766-3979 Telephone
General Contractor License No: 83018



Proposal

July 10, 2022

Proposal No: 3845

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.

Golf Hole # 13 250 LF Pump Dredging

Approximately 250 linear feet of shoreline requires corrective actions. Geo-tubes will be staked and anchored into the shoreline edge and filled with bottom sediment. Woven 7' base bag and non - woven 5" sacrificial bag.

This proposal is based on using on-site material for existing lakes. If material in lake is unsuitable to fill bags, off site fill may need to be imported at an additional price with prior approval.

Subtotal	14,370.00
----------	-----------

Grade and Sod

Once the material has suitably drained, it will be sloped to the edge of water. Includes installation of coconut matting and Floratam sod over top of repaired area.

Subtotal	4,380.00
----------	----------

Proposal Total	18,750.00
----------------	-----------

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: _____

Accepted: _____

Dragonfly Pond Works

Date

Arborwood CDD

Date

To be completed by client:

Billing Email & Contact _____

Billing Phone _____

Billing Address _____