



**ARBORWOOD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
SPECIAL BOARD MEETING  
NOVEMBER 28, 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**  
Bridgetown at the Plantation Amenity Center - Barbados Room  
11741 Kingsbridge Boulevard  
Fort Myers, Florida 33913  
**SPECIAL BOARD MEETING**  
**November 28, 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. August 15, 2022 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Resolution No. 2022-05 – Adopting a Fiscal Year 2021/2022 Amended Budget.....Page 6
  - 2. Consider Approval of Agreement between the District and Passarella & Associates, Inc. for Wetland Monitoring and Reporting Services.....Page 13
  - 3. Consider Ratification of Sewer Viewer Proposal to TV Pipes.....Page 26
  - 4. Consider Appointments to Board Vacancies.....Page 27
- I. Administrative Matters
  - 1. Manager’s Report
    - a. Financials.....Page 40
    - b. Meeting Schedule – Dec. 19, Jan. 16
  - 2. Attorney’s Report
    - a. Update on Assessment Research for Treeline Commercial Property Change
  - 3. Engineer Report
  - 4. Field Inspectors Report
- J. Board Members Comments
  - 1. Discussion on Pipe Inspections for Marina Bay & Botanica Lakes – Aycock
- K. Administer Oath of Office and Review Board Member Duties and Responsibilities
- L. Adjourn

**NOTICE OF SPECIAL MEETING  
ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the “Board”) of the Arborwood Community Development District (the “District”) will hold a Special Meeting on November 28, 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 purpose of the Special Meeting is for the Board to consider any business which may properly come before it.

The Special 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, at (561) 630-4922. 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 (561) 630-4922. 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 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](http://www.arborwoodcdd.org)

**PUBLISH: FORT MYERS NEWS-PRESS 11/18/22**

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
AUGUST 15, 2022**

**A. CALL TO ORDER**

The August 15, 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 of 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 August 5, 2022, 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	Todd Wodraska	Special District Services, Inc.
District Manager	Kathleen Meneely (via phone)	Special District Services, Inc.
	Michelle Krizen	Special District Services, Inc.
General Counsel	Wes Haber (via phone)	Kutak Rock, LLC
District Engineer	Josh Evans (via phone)	JR Evans Engineering
Field Inspector	Bohdan Hirniak	

Others present were: Bethany Brosious, Jim Destefano, Lori Lohrenz, Tony Telesman, Brian Duffy, David and Diane Schneder, Jeanie Richards and Helen Shoney.

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

There were no additions or deletions to the agenda.

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

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

**F. APPROVAL OF MINUTES**

## **1. July 18, 2022, Regular Board Meeting**

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

A **motion** was made by Mr. Gordish, seconded by Mr. Aycock and passed unanimously approving the July 18, 2022, Regular Board Meeting minutes, as presented.

### **G. OLD BUSINESS**

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

### **H. NEW BUSINESS**

#### **1. Consideration of Applicants to Vacancies**

Mr. Haber presented two options: You can fill the seat now and again in November (a 2 month term) or you can fill the vacancy in November. In November, there will be 2 vacancies because no one qualified for the general election.

Mr. Franz's term expires on November 22, 2022. Mr. Franz went over the applicants, indicating there were 5, all of whom qualify. Mr. Franz stated his seat will be considered vacant two weeks after the election, which will be November 22, 2022. The next scheduled meeting is November 21, 2022. This seat would not be able to be filled until the December, possibly January meeting, unless the November meeting is rescheduled. There was a consensus of the Board to push the meeting a week to November 28, 2022.

Bridgetown residents indicated that they were not notified of the vacancy therefore, did not apply. Ms. Lohrenz said as a Bridgetown Board member, she was unaware that she was requested to make the community aware of the vacancy. Ms. Meneely confirmed she sent an email to Mrs. McClary, the General Manager of the HOA.

Arborwood residents received the notice 48 hours prior to the deadline, which caused an interested party to not apply. Ms. Meneely indicated she would send an email to all HOAs, asking them to notify the residents of their community. Ms. Lohrenz, as President of Bridgetown HOA, stated that s would ensure the residents are made aware.

Mr. Duffy asked for a definition of the communication and stated the obligation of notification is that of the Board, not the individual communities or provide a definition of reasonable notification. Mr. Franz explained the HOA could reasonably get the word out in the most efficient way possible. With the prevalence of email, an email to everyone on record within the HOA would be adequate. Mr. Duffy requested that the word "reasonable" be entered into the official record. Mr. Franz confirmed with the other Board Members that they agree with the definition of reasonable notification. Mr. Haber was asked what obligation was the CDD under to advertise for those two positions and he advised that there was no legal obligations, as it is not uncommon for the CDD to rely on the HOA to share information. The Board has a fair amount of discretion. All interested parties must submit resumes by November 1, 2022.

A **motion** was made by Mr. Gordish, seconded by Mr. Aycock and passed unanimously postponing the appointment of a Board Member until November 28, 2022, at which time, appointments to both seats will be considered.

A **motion** was then made by Mr. Gordish, seconded by Mr. Aycock and passed unanimously making November 1, 2022, the deadline for interested parties to submit their resumes for consideration of an appointment to the Board.

## **I. ADMINISTRATIVE MATTERS**

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

#### **a. Financials**

Mr. Wodraska reviewed the financials through July 2022.

Mr. Gordish reminded everyone that the lake maintenance had not yet been billed. He also requested that the Bond Balance be noted more frequently than the annual statement.

#### **b. Meeting Schedule**

Mr. Franz went over the upcoming meeting schedule. It was decided that the September 19, 2022, meeting would be cancelled unless something arises. Inquiries will be sent for other meeting dates.

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

Mr. Haber indicated that the audit note special purpose entity default Parcel C component was anticipated to dissolve in 30 to 60 days and the audit will no longer have that note.

#### **a. Update on Assessment Research for Treeline Commercial Property Change**

Once a determination is made with detailed understanding of how the property will be developed. The property is not being used as originally planned. The property could become a residential area instead of commercial. If it is different than commercial, it will be brought before the board with a recommended reallocation of assessments that will likely shift the burden as it relates to the master bond. A similar analysis will be done on O&M, which would be in place for the next fiscal year.

#### **b. Update on Agreement and Funding for Repair of Lake Bank Erosion near Green 13**

The work has been done and was funded by the golf course, which will be reimbursed \$17,209 by October 15, 2022, pursuant to the agreement.

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

There was no Engineer's Report at this time.

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

Mr. Hirniak advised that we were in the third month of the rainy season. He noted that rainfall was 25% more than normal. He further indicated that the quality of the water was good, clear and fish visible. Mr. Hirniak advised that they were spraying and treating the seasonal algae, but can only do so every so often, since it will disappear because it is seasonal.

There is an area of wash out on the 4<sup>th</sup> hole. The golf course is trying to fix it with fine sand. Mr. Hirniak advised he would speak to the golf course to help them with a more permanent solution.

A few homeowners commented about trash falling off of golf carts along the golf course. A discussion will be had with Mike Fasey to be made aware of the situation. There is an ongoing issue with the smallest, narrowest lake: in the shallows there is spike brush growing. M. Hirniak advised that it was beneficial and is a native littoral plant and cannot be killed off as requested by the homeowner.

Mr. Duffy advised that Bridgetown has a Custodial Arrangement with the CDD to manage lakes and ponds. As the ponds and lakes age and reach the finite lifespan that all lakes have, he does not see any language that states where our responsibility ends. Mr. Franz stated as Bridgetown has assumed responsibility of the ponds and any work that is required, this can be unlimited as all work would fall to the community to maintain healthy ponds. Mr. Duffy requested full visibility can these communities say they are yours and return the ponds and lakes, Mr. Franz explained in order to give them back there would need to be inspections and they would need to be healthy and in good condition. Mr. Haber clarified the CDD was on the permit and owner of the stormwater ponds in Summerset and Bridgetown. The other communities, the developer funded the ponds and they are owned by the HOA and so the term “give back” would not be accurate. The CDD has the authority to own them if the HOA sent a request.

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

Mr. Gordish advised that he had pulled the curio cabinet up from the lake for bulk trash pick-up. However, it was not on the curb because it had slid back down the embankment, according to Mr. Hirniak.

#### **K. ADJOURNMENT**

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

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Secretary/Assistant Secretary

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Chair/Vice-Chair

**RESOLUTION NO. 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Arborwood Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

**Section 1.** The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 28<sup>th</sup> day of November, 2022.

**ATTEST:**

**ARBORWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

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

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



# Arborwood Community Development District

**Amended Final Budget  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**

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**AMENDED BUDGET COMPARISON**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED BUDGET	FISCAL YEAR 2021/2022 ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
GENERAL FUND ON ROLL ASSESSMENT	504,210	504,435	504,435
GENERAL FUND DIRECT BILL ASSESSMENTS	3,565	3,565	3,565
DEBT ON ROLL ASSESSMENTS	3,218,098	3,219,375	3,219,375
DEBT DIRECT BILL ASSESSMENTS	231,881	51,624	51,624
INTEREST/MISCELLANEOUS GENERAL FUND	0	0	0
GENERAL FUND OTHER REVENUES / CARRY OVER	15,000	2,846	2,846
<b>TOTAL REVENUES</b>	<b>\$ 3,972,754</b>	<b>\$ 3,781,845</b>	<b>\$ 3,781,845</b>
<b>EXPENDITURES</b>			
PAYROLL TAX EXPENSE	880	704	704
SUPERVISOR FEES	11,000	9,200	9,200
ENGINEERING	32,500	47,000	43,346
MANAGEMENT	37,452	37,452	37,452
LEGAL	23,000	17,000	12,101
ASSESSMENT ROLL	5,000	5,000	5,000
ANNUAL AUDIT	5,350	5,350	5,350
ARBITRAGE REBATE FEE	2,000	1,000	1,000
INSURANCE	12,000	9,983	9,983
LEGAL ADVERTISING	5,500	4,000	3,149
MISCELLANEOUS	3,500	3,500	2,120
POSTAGE	1,200	525	496
OFFICE SUPPLIES	2,300	1,500	1,419
DUES & SUBSCRIPTIONS	175	175	175
TRUSTEE FEES	30,000	27,174	27,174
CONTINUING DISCLOSURE FEE	4,000	3,000	3,000
AMORTIZATION SCHEDULES FEE	500	150	150
WEBSITE	2,000	2,000	2,000
PROFESSIONAL FEE & PERMITS	1,250	0	0
TREELINE PRESERVE MAINTENANCE - EXOTICS	6,000	2,000	0
DRI TRAFFIC MONITORING	10,000	10,000	0
MISCELLANEOUS MAINTENANCE	0	3,000	1,025
ENVIRONMENTAL CONSULTING - PASSARELLA	20,000	16,000	11,199
PANTHER MITIGATION MAINTENANCE - EXOTICS	80,000	80,000	80,000
STREET LIGHTING - UTILITY & MAINTENANCE	15,000	7,000	6,005
CAPITAL OUTLAY - SMALL	1,000	0	0
FLOWWAY MAINTENANCE	4,600	4,600	2,350
EROSION RESTORATION PROJECT	0	19,875	19,875
PRESERVE MAINTENANCE - PARCEL C	10,800	5,000	1,900
LAKE MAINTENANCE - SOMERSET ONLY	46,100	46,068	46,068
LAKE BANK EROSION - SOMERSET ONLY	36,500	62,200	62,200
PRESERVE MAINTENANCE (SOMERSET ONLY)	35,000	35,000	35,000
FIELD INSPECTOR (SOMERSET ONLY)	25,500	24,701	24,701
STORMWATER DRAINS INS & MAINT (SOMERSET ONLY)	20,000	5,000	0
STORMWATER DRAINS INS (BRIDGETOWN ONLY)	2,500	1,000	0
<b>Total Expenditures</b>	<b>492,607</b>	<b>496,157</b>	<b>454,142</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 3,480,147</b>	<b>\$ 3,285,688</b>	<b>\$ 3,327,703</b>
DEBT PAYMENTS (2014)	(788,905)	(608,408)	(608,408)
DEBT PAYMENTS (2018)	(2,532,350)	(2,531,239)	(2,531,239)
<b>BALANCE</b>	<b>\$ 158,892</b>	<b>\$ 146,041</b>	<b>\$ 188,056</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(10,000)	(9,993)	(9,993)
DISCOUNTS FOR EARLY PAYMENTS	(148,892)	(141,941)	(141,941)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (5,893)</b>	<b>\$ 36,122</b>

Note: All Figures are Un-audited

**AMENDED FINAL BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED BUDGET	FISCAL YEAR 2021/2022 ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
ON ROLL ASSESSMENTS	504,210	504,435	504,435
DIRECT BILL ASSESSMENTS	3,565	3,565	3,565
OTHER REVENUES / CARRY OVER	15,000	2,846	2,846
<b>Total Revenues</b>	<b>\$ 522,775</b>	<b>\$ 510,846</b>	<b>\$ 510,846</b>
<b>EXPENDITURES</b>			
PAYROLL TAX EXPENSE	880	704	704
SUPERVISOR FEES	11,000	9,200	9,200
ENGINEERING	32,500	47,000	43,346
MANAGEMENT	37,452	37,452	37,452
LEGAL	23,000	17,000	12,101
ASSESSMENT ROLL	5,000	5,000	5,000
ANNUAL AUDIT	5,350	5,350	5,350
ARBITRAGE REBATE FEE	2,000	1,000	1,000
INSURANCE	12,000	9,983	9,983
LEGAL ADVERTISING	5,500	4,000	3,149
MISCELLANEOUS	3,500	3,500	2,120
POSTAGE	1,200	525	496
OFFICE SUPPLIES	2,300	1,500	1,419
DUES & SUBSCRIPTIONS	175	175	175
TRUSTEE FEES	30,000	27,174	27,174
CONTINUING DISCLOSURE FEE	4,000	3,000	3,000
AMORTIZATION SCHEDULES FEE	500	150	150
WEBSITE	2,000	2,000	2,000
PROFESSIONAL FEE & PERMITS	1,250	0	0
TREELINE PRESERVE MAINTENANCE - EXOTICS	6,000	2,000	0
DRI TRAFFIC MONITORING	10,000	10,000	0
MISCELLANEOUS MAINTENANCE	0	3,000	1,025
ENVIRONMENTAL CONSULTING - PASSARELLA	20,000	16,000	11,199
PANTHER MITIGATION MAINTENANCE - EXOTICS	80,000	80,000	80,000
STREET LIGHTING - UTILITY & MAINTENANCE	15,000	7,000	6,005
CAPITAL OUTLAY - SMALL	1,000	0	0
FLOWWAY MAINTENANCE	4,600	4,600	2,350
EROSION RESTORATION PROJECT	0	19,875	19,875
PRESERVE MAINTENANCE - PARCEL C	10,800	5,000	1,900
LAKE MAINTENANCE - SOMERSET ONLY	46,100	46,068	46,068
LAKE BANK EROSION - SOMERSET ONLY	36,500	62,200	62,200
PRESERVE MAINTENANCE (SOMERSET ONLY)	35,000	35,000	35,000
FIELD INSPECTOR (SOMERSET ONLY)	25,500	24,701	24,701
STORMWATER DRAINS INS & MAINT (SOMERSET ONLY)	20,000	5,000	0
STORMWATER DRAINS INS (BRIDGETOWN ONLY)	2,500	1,000	0
<b>Total Expenditures</b>	<b>492,607</b>	<b>496,157</b>	<b>454,142</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 30,168</b>	<b>\$ 14,689</b>	<b>\$ 56,704</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(10,000)	(1,391)	(1,391)
DISCOUNTS FOR EARLY PAYMENTS	(20,168)	(19,758)	(19,758)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (6,460)</b>	<b>\$ 35,555</b>

Note: All Figures are Un-audited

Fund Balance on 9/30/2021	\$ 171,621
Less Amended 2021/2022 Net Excess /(Shortfall)	\$ (6,460)
Estimated Fund Balance on 9/30/2022	\$ 165,161

**AMENDED FINAL BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**2014 DEBT SERVICE FUND**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

Series 2014A-1 Bond			
	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Net On Roll Assessments	381,537	458,164	458,164
Interest Income	0	1,650	1,645
Bond Prepayments	0	0	0
Direct Bill Assessments - Lennar	108,963	69,671	69,671
<b>Total Revenues</b>	<b>\$ 490,500</b>	<b>\$ 529,485</b>	<b>\$ 529,480</b>
<b>EXPENDITURES</b>			
Principal Payments	180,000	180,000	180,000
Interest Payments	310,500	316,710	316,710
Principal Redemption	0	0	0
Miscellaneous	0	350	350
<b>Total Expenditures</b>	<b>\$ 490,500</b>	<b>\$ 497,060</b>	<b>\$ 497,060</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ 32,425</b>	<b>\$ 32,420</b>

Series 2014 A-1 Bond Information	
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 & November 1st

Maturity Par Amount As Of 9/30/22 \$4,410,000

Series 2014B Bond			
	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income	0	0	0
Direct Bill Assessments - Lennar	192,855	54,683	54,683
Bond Prepayments	0	444,016	444,016
<b>Total Revenues</b>	<b>\$ 192,855</b>	<b>\$ 498,699</b>	<b>\$ 498,699</b>
<b>EXPENDITURES</b>			
Principal Payments	0	1,585,000	1,585,000
Interest Payments	192,855	73,830	73,830
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ 192,855</b>	<b>\$ 1,658,830</b>	<b>\$ 1,658,830</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ (1,160,131)</b>	<b>\$ (1,160,131)</b>

Series 2014 B Bond Information (Paid Off In May 2022)	
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 =	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$0

Series 2014A-2 Bond			
	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022 ACTUAL
	ANNUAL BUDGET	AMENDED BUDGET	10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Net On Roll Assessments	82,102	98,620	98,620
Interest Income	0	0	0
Bond Prepayments	0	0	0
Direct Bill Assessments - Lennar	23,448	30,065	30,065
<b>Total Revenues</b>	<b>\$ 105,550</b>	<b>\$ 128,685</b>	<b>\$ 128,685</b>
<b>EXPENDITURES</b>			
Principal Payments	40,000	40,000	40,000
Interest Payments	65,550	66,930	66,930
Principal Redemption	0	0	0
Miscellaneous	0	0	0
<b>Total Expenditures</b>	<b>\$ 105,550</b>	<b>\$ 106,930</b>	<b>\$ 106,930</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ 21,755</b>	<b>\$ 21,755</b>

Series 2014 A-2 Bond Information	
Initial Par Amount =	\$1,041,652
Maturity Par Amount =	\$1,145,000
Interest Rate =	6.90%
Bifurcated Date =	Dec 2014
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st

Maturity Par Amount As Of 9/30/22 :\$930,000

FUND BALANCE AS OF 9/30/21	\$2,133,287
FY 2021/2022 ACTIVITY	(\$1,105,951)
FUND BALANCE AS OF 9/30/22	\$1,027,336

**Notes**

Reserve Fund Balances = \$614,007\*. Revenue Fund Balances = \$146,265\*.  
Prepayment Fund Balances = \$267,064\*.

Revenue Accounts & October 2022 Developer Funding  
To Fund November 1, 2022 Interest Payments:

Series 2014A-1: \$152,145  
Series 2014A-2: \$32,085

\* Approximate Amounts - Revenue Fund Amounts Are As 9/30/22

**AMENDED FINAL BUDGET**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**2018 DEBT SERVICE FUND**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>2018A-1 &amp; 2018A-2</b>		
	<b>FISCAL YEAR 2021/2022</b>	<b>FISCAL YEAR 2021/2022</b>	<b>FISCAL YEAR 2021/2022 ACTUAL</b>
<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>AMENDED BUDGET</b>	<b>10/1/2021 - 9/29/2022</b>
Net On Roll Assessments	2,532,350	2,531,239	2,531,239
Bond Prepayments	0	4,029	4,029
Interest Income	0	87	85
<b>Total Revenues</b>	<b>\$ 2,532,350</b>	<b>\$ 2,535,355</b>	<b>\$ 2,535,353</b>
<b>EXPENDITURES</b>			
Principal Payments (2018A-1)	1,125,000	1,125,000	1,125,000
Principal Payments (2018A-2)	345,000	345,000	345,000
Interest Payments (2018A-1)	677,280	689,936	689,936
Interest Payments (2018A-2)	342,572	349,188	349,188
Bond Redemption (2018-1)	0	0	0
Bond Redemption (2018-2)	42,498	45,000	45,000
<b>Total Expenditures</b>	<b>\$ 2,532,350</b>	<b>\$ 2,554,124</b>	<b>\$ 2,554,124</b>
<b>Excess / (Shortfall)</b>	<b>\$ -</b>	<b>\$ (18,769)</b>	<b>\$ (18,771)</b>

FUND BALANCE AS OF 9/30/21	\$1,366,527
FY 2021/2022 ACTIVITY	(\$18,769)
FUND BALANCE AS OF 9/30/22	\$1,347,758

Notes

Reserve Fund Balances = \$798,294\*. Revenue Fund Balance = \$541,753\*.  
Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payments Of \$498,693  
(2018A-1: \$332,312 & 2018A-2: \$166,381).  
Prepayment Account Balance = \$6,827\*. Excess Revenue Fund Balance = \$884\*.  
\* Approximate Amounts

**Series 2018 A-1 Bond Information**

Original Par Amount =	\$24,465,000
Interest Rate =	3.02%
Issue Date =	February 2018
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$19,910,000

**Series 2018 A-2 Bond Information**

Original Par Amount =	\$8,740,000
Interest Rate =	4.65%
Issue Date =	February 2018
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$6,870,000

**AGREEMENT BETWEEN THE ARBORWOOD COMMUNITY DEVELOPMENT  
DISTRICT AND PASSARELLA & ASSOCIATES, INC. FOR WETLAND  
MONITORING AND REPORTING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**Arborwood Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Ft. Myers, Lee County, Florida, and whose address is 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134 ("the District"), and

**Passarella & Associates, Inc.**, a Florida corporation with offices located at 13620 Metropolis Avenue, Suite 200, Ft. Myers, Florida 33912 (hereinafter "Contractor").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Act"), and located in Lee County, Florida; and

**WHEREAS**, the District owns, operates, and maintains certain wetlands and conservation property; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide monitoring and reporting services for the wetlands; and

**WHEREAS**, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

**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 so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**2. DESCRIPTION OF WORK AND SERVICES.** Contractor agrees to furnish all necessary labor, materials, equipment, tools, expertise and supplies and perform all tasks necessary for the provision of wetland monitoring and reporting services, as such services are detailed in **Exhibit A** hereto, by this reference incorporated herein and forming a material part of this Agreement (the "Work"); provided, however, that if there are any conflicts between the

terms of Exhibit A and the terms of this Agreement, the terms of this Agreement shall control. To the extent additional work is required beyond the Work as defined, supra, such additional work shall only be authorized pursuant to amendment of this Agreement or shall require additional agreement(s).

**3. COMPENSATION AND TERM.** In exchange for providing the Work the District shall pay the Contractor the hourly amounts set forth on **Exhibit A**. Contractor agrees that, regardless of the number of hours it takes to complete the work, the total amount it shall be entitled to under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000). The Contractor agrees to provide invoices to the District, in writing, which shall describe the portion of the Work provided and the amount of time spent for such portion of the Work, and shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month after services are rendered pursuant to this Agreement. These invoices are due and payable within forty-five (45) days of receipt by the District. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide Contractor acknowledges and agrees that, to the extent it is able to complete the Work in a number of hours that results in payments that are below Twenty Thousand Dollars (\$20,000), that the District shall be responsible for only the hourly amounts. The term of this Agreement shall commence on October 1, 2022 and expire on September 30, 2023, unless terminated earlier in accordance with the terms set forth herein.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District Manager will initially act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret, and define the District's



policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) If requested by the District Manager, the Contractor agrees to meet with the District's representative no less than one (1) time per month to inspect the wetlands to discuss conditions, schedules, and items of concern regarding this Agreement.

- D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

## **5. INSURANCE.**

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (I) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The District, its staff, consultants, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of

prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **6. INDEMNIFICATION.**

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency

within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property 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 the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

**9. 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. 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.

**10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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.

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

**19. 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 the Contractor.

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

**21. 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, or overnight delivery service, to the parties, as follows:

**A. If to the District:** Arborwood Community Development District  
27499 Riverview Center Blvd., #253  
Bonita Springs, Florida 34134  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Wesley S. Haber

**B. If to the Contractor:** Passarella & Associates, Inc.  
13620 Metropolis Avenue  
Suite 200  
Fort Myers, Florida 33912  
Attn: Kenneth C. Passarella

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 the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

**22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 the Contractor 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 the Contractor and their respective representatives, successors, and assigns.

**23. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**25. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and the Contractor, and shall remain in effect until the services contemplated herein are

complete, unless terminated by either of the District or the Contractor in accordance with the terms of this Agreement.

**26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kathleen Meneely** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 the Contractor 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 Contractor'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 the Contractor, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 875-4195, KMENEELY@SDSINC.ORG, 27499 RIVERVIEW CENTER BOULEVARD, SUITE #253, BONITA SPRINGS, FLORIDA 34134.**

**27. 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.

**28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

**29. 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.

**30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties execute this agreement as of the day and year first written above.

**Attest:**

**ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

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

**ATTEST:**

**PASSARELLA & ASSOCIATES, INC.** a Florida  
corporation

\_\_\_\_\_  
Witness

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

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

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

Exhibit A - Scope of Services



## Exhibit A

### EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated \_\_\_\_\_, 2022.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

DISTRICT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

#### **SCOPE OF SERVICES**

---

<b><u>Task</u></b>	<b><u>Description</u></b>
1.0	Environmental Services 2022-2023 Fiscal Year
1.1	Conduct follow-up reviews of the Bridgetown and Somerset conservation lands.
1.2	Conduct follow-up exotic treatment review of the Treeline Mitigation Parcel.
1.3	Conduct follow-up exotic treatment reviews at the Collier County Mitigation Site.
1.4	Prepare for and attend monthly scheduled District Board meetings.
1.5	Miscellaneous communications with District representatives (e.g., Special District Services, Inc., Project engineer, and Golf Course Superintendent, etc.) during the fiscal year.

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## EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated \_\_\_\_\_, 2022.

Initial:

DISTRICT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

### COMPENSATION

---

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the DISTRICT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	Environmental Services 2022-2023 Fiscal Year	T&M; NTE	\$20,000.00
<b>Total:</b>			<b>\$20,000.00</b>

---

### Fee Type Definition:

**Time and Materials (T & M); Not to Exceed (NTE):** For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. CONSULTANT will not exceed these costs without prior written approval by CLIENT. The current hourly rate schedule is included as Exhibit C of this Agreement. CONSULTANT shall provide CLIENT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

## EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated \_\_\_\_\_, 2022.

Initial:

CLIENT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

### CONSULTANT'S HOURLY RATE SCHEDULE

Principal	\$300.00/hr.
Senior Ecologist III	\$215.00/hr.
Senior Ecologist II	\$180.00/hr.
Senior Ecologist I	\$160.00/hr.
Ecologist III	\$140.00/hr.
Ecologist II	\$125.00/hr.
Ecologist I	\$110.00/hr.
Environmental Technician	\$ 95.00/hr.
GIS Manager	\$160.00/hr.
GIS Analyst III	\$140.00/hr.
GIS Analyst II	\$120.00/hr.
GIS Analyst I	\$100.00/hr.
AutoCAD Manager	\$160.00/hr.
AutoCAD III	\$140.00/hr.
AutoCAD II	\$120.00/hr.
AutoCAD I	\$100.00/hr.
Administrative Assistant III	\$ 90.00/hr.
Administrative Assistant II	\$ 75.00/hr.
Administrative Assistant I	\$ 60.00/hr.
Reimbursable Expenses	Cost



## SEWER VIEWER, INC.

---

MORGAN LEIGHTON BROWN  
ENGINEER\ESTIMATOR  
2190 ANDREA LANE  
FORT MYERS, FL 33912

Telephone 239-267-3344  
Fax 239-267-2906  
SEWERTWO@aol.com

JR EVANS ENGINEERING  
ATTN: JOSH  
VIA: josh@jrevansengineering.com

10-17-22

RE: ARBORWOOD ROV

DEAR JOSH,

THANK YOU FOR GIVING ME THE OPPORTUNITY TO QUOTE YOU PRICES TO VIDEO INSPECT LINES WITH THE UNDERWATER ROV UNIT.

OUR DAY RATE FOR THE ROV CREW IS \$2,750.00. WE SHOULD BE ABLE TO CAMERA THE 7-8 RUNS OF LARGE DIAMETER PIPE IN A DAY. IF WE FINISH EARLY WE WILL PRO RATE IT.

IT IS IMPORTANT TO NOTE THAT INSPECTING PIPES UNDERWATER HAS LIMITATIONS. ALTHOUGH THE ROV CAMERA IS DESIGNED FOR UNDERWATER USE, THE VIDEO IS ONLY AS GOOD AS THE CLARITY OF THE WATER. THE VIDEO AND INFORMATION GAINED IS LIMITED BY TURBIDITY AND DIMINISHES IN LARGER DIAMETER PIPES.

IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL (560-8016).

SINCERELY,

*Sean Kennedy*

PRESIDENT  
SEWER VIEWER, INC.

**Arborwood CDD Vacancy Candidates**

<input checked="" type="checkbox"/>	NAME	Address	Notes
	Berliner, Gregg	Bridgetown	
	Crawford, Gene	Bridgetown	
	DeStefano, Jim	Bridgetown	
	Hagen, Karin	Somerset	
	Schrotenboer, Donald	Bridgetown	
	Telesmanic, Anthony	Bridgetown	

**From:** gregg berliner <[gadalya00@yahoo.com](mailto:gadalya00@yahoo.com)>  
**Sent:** Monday, October 24, 2022 12:16 PM  
**To:** Kathleen Meneely <[kmeneely@sdsinc.org](mailto:kmeneely@sdsinc.org)>  
**Subject:** Resume for open CDD Board position

Greetings Ms. Meneely,  
Attached you will find my resume  
For one of the 2 open positions  
On the Arborwood CDD Board.  
I am a homeowner at Bridgetown at  
The Plantation.  
While living in Bridgetown  
I have served on the Infrastructure  
Committee for 1 year  
And the Ponds and preserves committee for two years.  
I have also run for a position on Bridgetown's HOA Board, unsuccessfully.  
I wish it to be known that I am not  
Aligned with any of the Directors  
On the Bridgetown HOA Board.  
My desire is to help govern the local  
Infrastructure, ponds and preserves  
In a sensible, environmentally sound fashion so that all the communities  
Will benefit and be a better place to live.  
Attached you will also find the ponds  
Q&A that served as our approach  
To sensibly manage the ponds while I was a member.

Thank you for your time and consideration

Regards,  
Gregg Berliner



# Gregg Berliner

## Objective

to attain a position on the local CDD Board  
and helping to facilitate a sensible approach  
to local infrastructure and pond and preserve  
management.

## Experience

June 2017 – Present

Retired

October 2011 – June 2017

### Metropolitan Museum of Art – Printing Services

Managed and maintained the daily flow of work, scheduling the days work and activities,  
Researching and purchasing necessary Services, Equipment and Materials vital to the  
day to day operation of the Department

February 1995 – May 2011

### Morgan Stanley Dean Witter – Printing services

My responsibilities were mainly supervisory  
Scheduling the day's work, allocating employees and resources, attending Production  
meetings.

## Education

September 1979- 1981

**Brooklyn College**  
**Business Management**

## Skills

- Data analysis
- Project management
- Communication
- Organization
- Problem solving

## Interests

Chess,  
Computer gaming  
Numismatics (Collecting  
Coins and currency)  
Mah Jongg

## Contact

10800 Glenhurst Street  
Fort Myer, Fl. 33913  
(347) 587 – 3001  
gadalya00@yahoo.com

## Comments:

I have served on Bridgetowns Pond & Preserves and Infrastructure Committees

## CANDIDATE INFORMATION SHEET

Gene Crawford Jr.  
11968 Bourke Place  
Fort Myers, FL 33913  
313-300-9888

### PROFESSIONAL BACKGROUND AND EXPERIENCE:

Product Manager for Behler-Young, largest Bryant distributor in the state of Michigan.

Director of Sales at one of the largest refrigeration wholesalers in Michigan (Young Supply).

Sales Manager for Vollrath Refrigeration & my territory covered multiple states. (MI, IN & OH)

### OTHER RELATIVE INFORMATION:

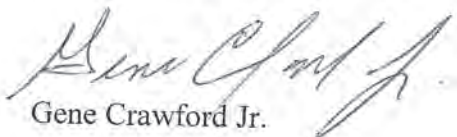
I was on the board of MI-ACCA (Michigan Air Conditioning Contractors Association) for 7 years at the state level. I was working with state lobbyist to pass codes in the state of MI for contractors.

I was on the board of MHRA (Michigan Hockey Referees Association) for 4 years. I also served as president of this board for 1 year.

I am currently on the HOA board for Bridgetown at the Plantation. Director for 1 year and VP for 2 years. Current term will end March 2023.

If you need further information please call me at 313-300-9888 or email me at [GeneSR1@comcast.net](mailto:GeneSR1@comcast.net)

Thank you for your consideration.

  
Gene Crawford Jr.



## **CANDIDATE INFORMATION**

NAME: James DeStefano  
ADDRESS: 10955 Glenhurst St.  
EDUCATION: MS Radiation Physics, U. of Florida, Gainesville, FL  
Radiological/MRI Technologist Certification (pre-retirement career)

### **PERSONAL BACKGROUND AND EXPERIENCE**

#### **BUSINESS SKILLS**

35+ year career in corporate strategic business planning, company partnership mgmt, and multi year corporate market development programs for Silicon Valley high tech companies.

#### **CORPORATE EXPERIENCE**

Reuters, General Electric, Hewlett-Packard and several successful startups. Pre-retirement career with Kaiser Permanente as a certified MRI technologist.

#### **CONSORTIUM SKILLS**

Facilitated pulling together international collaborative consortiums spanning federal government, international industry, electric utilities, energy companies, consultants and universities for Electric Vehicles/ Internet of Things strategic market development.

#### **BOARD EXPERIENCE**

Served on the Board of Directors at the Institute for Advanced Transportation Studies, University of California, Davis. Also served on multiple national high tech industry boards.

#### **INFRASTRUCTURE KNOWLEDGE**

While chair on the BT pond committee I played a key role in selecting a vendor which resulted in both a significant annual cost decrease and turning around a problem prone pond situation.

Developed the slide show package for, and gave the presentations at the two interactive BT Pond Town Halls which attracted over 150 attendees each time.

Developed an extensive pond Q&A document (31 questions), as well as write-ups on specific pond related issues which are still in use.

#### **COMMUNITY OUTREACH**

Started up and have led the HOA independent now 196+ member Nextdoor Bridgetown Homeowners Group. It solely focuses on strategic HOA management and board issues. You can find more detail on my position regarding various HOA issues on this private Bridgetown homeowners only site.

#### ACADEMIC/GOVT CONTACTS

Built personal relationships with SFWMD, CDD, FGCU, Fort Myers Ward 6 council members and other local experts.

#### COMMUNITY KNOWLEDGE

Over 3 years served on the Bridgetown architectural, pond and landscape committees. I'm a Bridgetown full time resident now going on 5 years. I've interacted directly with 4 BT board presidents. The range of this experience and time has provided an in-depth understanding of the root causes underlying ongoing HOA issues.

**KARIN HAGEN**  
**12988 Simsbury Terrace**  
**Fort Myers, FL 33913**  
Email: [khagen@optonline.net](mailto:khagen@optonline.net)  
Mobile: (516) 770-5984

## **Objective**

To acquire a challenging position in an environment where I can best utilize my experience and skills with the goal of successfully achieving the objectives of an organization.

### **BUSINESS EXPERIENCE:**

#### **Lufthansa German Airlines:**

1983 – Dec. 2020

1991-Dec.2020

##### **Head of Finance and Business Services for North America**

*Responsible for Finance and Business Administration for Lufthansa Group Companies*

Overseeing the daily operation of the accounting department coaching a staff of 25 employees

Direct report to the Finance Director

Responsibilities include all aspects of Accounts Payable/Receivable, Cash/Bank

management, Credit & Collection management (*Avg. USD 300 Mio. Monthly*),

Receivables & Payables accounting (approx.*50,000 customers*),

Billing & Quality controls

Risk management & credit policy compliancy

Business consulting and liaise with counsel on litigation cases

Development, implementation and steering quality audits for sales & handling processes

Consultation on IT system developments with accounting relevancy

Communication & negotiation with internal company groups & external customers

Personnel administration including recruitment, development and performance evaluations

Responsible for budget preparation, analysis and expense control within departments

Participate in industry association conferences representing the company

1989-1991

##### **Cargo Sales Analyst/Marketing Coordinator**

Preparation and editing of monthly marketing brochure for industry distribution (Cargo Insight)

Development, coordination and handling of incentive commission contracts for key accounts

Proactively communicate with sales management on contractual & accounting procedures

Responsibilities included budgeting & tracking of incentive commission

Set up monthly provisions for cargo agents

Communication with CNS (cargo industry organization) regarding cargo agency matters

Coordination and handling of sales promotional projects

1984-1989

##### **Accountant**

Responsible for payables/receivables for key accounts (import and export).

Collections for GBL's (government billings) and aircraft parts billings.

Follow-up & resolution on insolvent cargo agents and bankruptcy cases

Reconciliation of all sales report billings

Responsibilities included cash box cashier and monthly provision tracking

1983-1984

##### **Passenger Service Agent**

Duties included all check-in & departure procedures (First/Business/Economy class).

Performed ticket check, boarding and disembarking procedures

Worked the IAB (International Arrivals Building) counter at JFK upon arrivals to meet and greet arrival passengers

## **PREVIOUS BUSINESS EXPERIENCE:**

### **ALIA The Royal Jordanian Airline**

1982-1983

#### **Cargo Sales Representative**

Primary responsibility was servicing the cargo account customers in JFK, Newark and CT  
Securing & developing new business for the company  
Provided customers with current product and rate information  
Assisted customers with their shipment concerns and guided them toward resolution

1981-1982

#### **Customer Service Agent**

Primary duties included cargo reservations, flight manifesting and statistical work  
Handling & settlement of cargo claims and handling the irregularity reports  
Communication with customers, head office and other gateways

## **SPECIAL COURSES TAKEN**

July 1985 & Aug. 1986	Finance Accounting Principles (K1), Passenger/Cargo Accounting Principles (K2)
May 1987	Cargo Rate & Handling Course (BCA1)
July 1993	Advanced Finance Accounting Principles (K3 & K4)
March 1994	Total Quality Management Course
July 1994	CGNRV1/F-IKS accounting changes related to LCAG/Personnel Management
November 1995	Management Seminar (FS1)
September 1996	Commercial Management Seminar (FS2-3)
Jan. 1998	Performance Management
February 1998	SAP Training Courses in Accounting & Controlling
August 1998-2000	Lufthansa Corporate College (business management course)
September 2003	Conflict Management course
April 2007	Human Resource & Legal Workshop for Managers
March 2008	Understanding and Compliance with Collections Law
April 2008	Time Management & Organizational Skills
Nov. 2011	Human Resources L1 Course
August 2018	Change Management Course
April 2019	Developing Executive Leadership

## **SPECIAL SKILLS**

Languages: English (fluent), German (fluent)

Technical knowledge: Proficient use of MS Office (Outlook, Excel, Word, Powerpoint),  
Expert knowledge with **SAP** (Finance Accounting)  
Full knowledge of all Lufthansa cargo accounting and familiar with sales cargo systems  
Full knowledge of industry billing systems (cargo **CASS E-billing**, PayCargo)

Association

Memberships:

Member of the CNS/CASS E-billing Steering Committee & Advisory Board  
Chairperson of AFAMA (Airlines Financial & Accounting Managers Association)  
Treasurer of Bruederschaft der Burgenlaender (cultural Austrian club)

## **EDUCATION**

1978-1980	Southeastern Academy - Aviation ASTA Degree
1974-1978	Newtown High School - NYS Regents Diploma
1966-1974	Deutsche Schulverein (German Language Studies-Reading, Writing, Speaking)

# Donald R. Schrotenboer

Fort Myers, FL 33919

don@REALVIZORY.com • 239-908-1107 • <https://www.linkedin.com/in/donald-schrotenboer-690a74108/>

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Accomplished, financially astute, and results-driven executive with robust career directing real estate operations for corporations, private equity funds and joint ventures. Engaging leader with extensive experience leading cross-functional teams, devising strategic initiatives, and executing short- and long-term plans that increase revenues. Highly skilled at controlling multimillion-dollar real estate projects while ensuring quality work is delivered within schedule and financial parameters. A leader with adept real estate market intelligence, aptitude in managing internal and external key stakeholders and inspiring excellence.

## Core Competencies

- Team Development
  - Negotiations & Sales
  - Acquisitions
  - Entitlements & Permits
  - Construction Management
  - Capital Structures
  - Fiscal Management
  - Highest/Best Use Analysis
  - Relationship Management
- 

## Professional Experience

REALVIZORY, LLC

Managing Partner/Founder

Fort Myers, FL

2021 – Present

A full-service real estate consulting firm offering owner representation, guidance and project management from acquisition through development. Represent landowners, family trust and homebuilder developers in asset evaluation/acquisition, due diligence, planning/design, entitlements/permits, branding, underwriting, property owner association and community development district formation, construction management, contract negotiations and disposition.

### Key Projects:

- **Immokalee Road Rural Village, Collier County, FL:** 2.8K acre existing aggregate mine, tree farm and cattle ranch. Coordinating entitlements/permits for 4K-unit waterfront residential development and 375K ft<sup>2</sup> commercial space; Develop underwriting in demonstrating highest rate of return to landowner; Develop strategy for branding community; establishment of community development district and property owners association; Introduction to national and regional homebuilders for potential acquisition. Coordination and management of ranch manager, tree farm manager and mine operator.
- **Saddle Road Industrial Park, Lee County, FL:** 26-acre vacant land adjacent to Southwest International Airport; Coordinating entitlements/permits for 24K ft<sup>2</sup> data storage center. 24K ft<sup>2</sup> flex space, 135.6K ft<sup>2</sup> hi-bred warehouse and 24K ft<sup>2</sup> commercial space; Develop underwriting in demonstrating highest rate of return to landowner; establishment of Property Owners Association.
- **Backyard Social, Lee County, FL:** 2.5-acre vacant land. Coordinating entitlements/permits for food truck park consisting of 8.5K ft<sup>2</sup> open air restaurant and bar; 12 food truck pads; 4K ft<sup>2</sup> recreational/game area. Develop business and marketing plan for private landowner.
- **Evlan Communities, FL:** Assist family trust establish a platform for the development of Class A multifamily rental communities. In process of developing a pipeline in delivering 600 unit starts a year from Orlando to Naples. Identify and secure development sites in targeted markets. Collaborate with architect, engineers and GC in ensuring efficient, cost-effective design and construction methods. Establish underwriting and capital structure.

...continued...

Private Equity Group, LLC

Fort Myers, FL

**President & Chief Executive Officer**

2012 – 2021

Direct daily operations for legacy private equity fund controlling direct equity investments in apartments, hotels, land, commercial property, mixed use, and residential communities with over \$2.5B in transactions. Oversee end-to-end planning and execution of critical real estate projects by coordinating acquisition, underwriting, entitlements, horizontal development, branding, asset management, capital structure, and disposition to generate revenues and enhance fund position. Collaborate with senior leadership to ideate strategic development plans, raise capital funds, connect with key stakeholders, and facilitate community outreach programs to garner essential support and accomplish set goals.

**Key Projects:**

- **WildBlue, Lee County, FL:** Orchestrated acquisition of 3.2K acre former aggregate mine; organized permit and entitlement operations for 1.2K-unit waterfront single-family residential community with commercial parcel; led horizontal construction for 1.32K acres of environmental restoration and development pod creation; and closed sale of new properties to four national developers that realized 58% IRR.
- **West Port (fka Murdock Village), Port Charlotte, FL:** Acquired and developed 477 acre in-fill property by negotiating creation of public/private partnership with County leadership; constructed project plans including \$12M development of 2.4K multi- and single-family homes, 150-key hotel, 200K ft<sup>2</sup> commercial space, and \$11.6M in public infrastructure; negotiated sale to national developer that realized a 26% IRR.
- **Esplanade Lake Club (fka CenterPlace), Lee County, FL:** Procured 986 acre former agricultural and aggregate mine; secured entitlements and permits for 1,950 residential units, 200,000 sq. ft. retail, 110,000 sq. ft. office, 20,000 sq. ft. research and development, 10,000 sq. ft. medical and 250 key hotel; closed sale to national homebuilder, regional apartment developer and national C-store developer that realized a 34% IRR.
- **Grand Cayman Marriott:** Negotiated with Barclays Capital to procure 295-key offshore hotel, crafted targeted revenue management strategies for on-site management team during \$15.5M renovation project, and implemented optimal strategies that realized 18% growth in ADR and increased guest stay by 1.2 nights.
- **Shoppes at Santa Barbara, Cape Coral, FL:** Coordinated vertical construction project for 35.5K ft<sup>2</sup> retail center by securing \$10M in debt and private equity; stabilized property using in-house brokerage and building out 16-unit tenant space; and sold property to major developer at 23% IRR.

Alico Land Development, Inc.

Fort Myers, FL

**President**

2008 – 2012

Spearheaded business development strategy for agricultural and land management company with \$120M in annual revenues by crafting targeted action plans that diversified holdings and generated new income; presented recommendations to Board of Directors for implementation. Devised position for 139K acres of land holdings to optimize revenues and use. Ideated short- and long-term strategies for asset acquisition/disposition and evaluated plan implementation to drive alignment with established scope and maximize profitability.

**Key Contributions:**

- Reinvested profits from land sale by utilizing 1031 exchange to convert land into industrial and office income-producing properties, which realized 20% unleveraged IRR.
- Generated \$53M in revenues by positioning 8K acres of non-productive, low-income producing properties and closing lucrative deal with buyer.
- Coordinated real estate entitlements for 4K acres by developing comprehensive plan amendments, rural mixed developments, annexations, and regional impact developments.
- Comprehensive study and understanding of agricultural and cattle ranch operations, financials in evaluating highest and best use analysis.

Ave Maria Development, Inc.

Ave Maria, FL

**Executive Vice President/Director of Real Estate Development**

2000 – 2008

Championed planning and execution for joint venture between individual and corporate entity as one of two lead managers charged with designing and constructing new town and university outside Naples, Florida. Held responsible for controlling \$520M Phase One project budget while leading team of seven direct reports and four general contractors, overseeing lead planners and cross-functional project teams, and coordinating permits and entitlements with government agencies to drive adherence to project schedule. Advanced project profitability by recruiting office/retail tenants, controlling university facilities programming, coordinating horizontal and vertical construction, and negotiating financials during contracting processes.

**Key Projects:**

- ***Ave Maria Town & University, Ave Maria, FL:*** Formulated strategy for 5K acres with 11K residential units, two golf courses, university with up to 6K students, and 1.6M ft<sup>2</sup> of retail and commercial space; oversaw Phase One construction including 180K ft<sup>2</sup> of university facilities, 120K ft<sup>2</sup> mixed-use town center, and 16 miles of road and infrastructure; and completed all work within budget and five-year schedule parameters.
- ***Ave Maria International Golf Course, Ann Arbor, MI:*** Led 265-acre project to develop 18-hole golf course with 65K ft<sup>2</sup> clubhouse, 20 over night rooms, 35 timeshare cabins, and 180 single-families residential units; residential units were privately sold to generate profit, and golf club retained by foundation.

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## **Education & Background**

### **Bachelor of Arts in Restaurant & Hospitality Management, Minor in Business Administration**

Siena Heights University – Adrian, MI

### **Professional & Community Associations**

Appointed Member, Lee County Local Planning Agency

Appointed Member, Lee County Conservation 2020 Land Acquisition Committee

Member, Florida Gulf Coast University Lutgert College of Business Board of Trustees

Member, Lee County Business Economic Task Force

Member, Urban Land Institute Community Housing & Development Council

Member, Real Estate Investment Society (REIS)

Past Chair, Bishop Verot High School Board of Directors

Former Supervisor, Ave Maria Stewardship Development District

Former Supervisor, Westport Community Development District

Former Supervisor, Esplanade Lake Club Community Development District

Former Supervisor, Ranches at Lake McLeod Community Development District

Former Supervisor, WildBlue Community Development District



**From:** Tony Telesmanic bridgetownbod.tony@gmail.com  
**Subject:** Submission Document For Seat Consideration Arborwood Community Development District  
**Date:** July 18, 2022 at 4:09 PM  
**To:** Raymond Holter BridgetownBOD.Ray@gmail.com, Anthony Telesmanic tonytelesmanic@me.com



ANTHONY TELESMANIC

11424 BATTERSEA PLACE (BRIDGETOWN at the PLANTATION)

FORT MYERS, FL.33913

Email: [Tonytelesmanic@me.com](mailto:Tonytelesmanic@me.com)

Phone:303-995-9394

#### SENIOR EXECUTIVE PROFILE:

Progressive Leadership Positions within US Navy and Fortune 500 Companies providing multi-billion dollar financial accountability in the functional business areas of Sales, Manufacturing, Engineering, Operations, Fulfillment, Financial Reporting, and Personnel. Progressive assignments in formulating and maturing strategic alliances and partnerships with corporate entities as well as various government agencies to attain targeted performance objectives. Enjoyed success and personal satisfaction in developing and maximizing key strategic partnerships with Fortune 1000 companies and their respective end users. Exceptionally well organized with a track record that consistently empowers fellow team members utilizing participative leadership techniques that promotes team member motivation, creativity, integrity, and objective attainment of performance goals. All accomplished by treating every team member with Dignity, Admiration, Respect, and Equality.

#### PROFESSIONAL EXPERIENCE:

US Navy with 40 years of active duty and reserve duty serving as a special warfare operator with multiple deployments to both Southeast Asia and the Middle East. Retired as O4-LCDR with various awards for service inclusive of Navy Commendation and Legion of Merit for heroic accomplishments. Experience as member of the US Naval Reserve provided the foundation to work with various FEDGOV agencies and DOD commands in the areas of procurement, ship, and salvage repair certification. Direct collaboration with NAVSUP resulted in well over \$112million in annual savings.

Progressive assignments within the PEPSICO organization serving in engineering, manufacturing, and sales roles as a senior manager and executive throughout multiple US locations was a life changing experience. Largest manufacturing assignment as head of plant operations was in excess of \$350million in snack food manufacturing and as a sales leader in excess of \$750million in snack food sales in Northeast corridor. Held various positions which required relocation to New York, North Carolina, Texas, Kentucky, Maryland, Pennsylvania, and the United Kingdom. Various work experiences at PEPSICO provided the foundation to take on a senior executive /managing director role with future Fortune 500 companies.

Enjoyed a progressive career with Staples/Corporate Express leading the technology sales and merchandising teams based initially in Florida and then Colorado. Through utilization of category management disciplines coupled with e-commerce tactical offerings, sales grew double digits to well over \$5.6Billion in the technology category inclusive of both hardware and consumables. In addition launch of a successful private label brand that focused on technology and imaging products provided a GMROI of 54% versus the national brand performance of 18%.

Recently completed serving as President on the Bridgetown at the Plantation Board. Despite the challenges of governing the board and the respective community thru COVID-19, onboarding a new management company, and deal with the departure of the communities developer, Pulte Homes, following objectives were attained. First, the board successfully negotiated a 558 settlement with Pulte Homes which was record setting despite having no significant material or workmanship claims. Secondly, the board grew the Bridgetown financial working capital and reserve funds in excess of 74% over a two year timeframe. Third, despite record contributions to the Bridgetown working capital and reserve fund the board set a new record for FY2022 with a modest 3.2% increase in homeowners assessments.



EDUCATION/FORMAL TRAINING:

BS Degree Mechanical Engineering/Business Marquette University /USNA

Category Management Certification Cornell University

Contract Negotiation Certification Cornell University

Behavioral Engineering System Training Cornell University

CLOSING COMMENT:

Thank you for your valuable time in reviewing my skill sets that have been refined with over 45 years of progressive leadership assignments. The opportunity to occupy a seat on the Arborwood Community Development District would be a welcome privilege.

**Arborwood Community Development District**  
**Budget vs. Actual**  
**October 2022**

	<b>Oct 22</b>	<b>22/23 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Income</b>				
01-3100 · O & M Assessments (On-Roll)	0.00	500,974.00	-500,974.00	0.0%
01-3315 · O&M Assessments - WCI	0.00	3,538.00	-3,538.00	0.0%
01-3810 · Debt Assessment	0.00	3,212,720.00	-3,212,720.00	0.0%
01-3822 · Debt Assess - Pd To Trustee-2018	0.00	-2,532,350.00	2,532,350.00	0.0%
01-3829 · Debt Assess - Pd To Trustee-2014	0.00	-609,673.00	609,673.00	0.0%
01-3830 · Assessment Fees	0.00	-10,000.00	10,000.00	0.0%
01-3831 · Assessment Discounts	0.00	-148,548.00	148,548.00	0.0%
01-3922 · Debt Direct Bill - Lennar	0.00	57,812.00	-57,812.00	0.0%
01-9400 · Other Revenue	0.00	18,000.00	-18,000.00	0.0%
<b>Total Income</b>	<b>0.00</b>	<b>492,473.00</b>	<b>-492,473.00</b>	<b>0.0%</b>
<b>Expense</b>				
01-1130 · Payroll Tax Expense	0.00	880.00	-880.00	0.0%
01-1131 · Supervisor Fees	0.00	11,000.00	-11,000.00	0.0%
01-1310 · Engineering	3,891.75	32,500.00	-28,608.25	11.98%
01-1311 · Management Fees	3,214.00	38,568.00	-35,354.00	8.33%
01-1313 · Website Management	166.66	2,000.00	-1,833.34	8.33%
01-1315 · Legal Fees	0.00	22,000.00	-22,000.00	0.0%
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%
01-1321 · Amoritation Schedule	0.00	500.00	-500.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	2,000.00	-2,000.00	0.0%
01-1450 · Insurance	10,839.00	12,000.00	-1,161.00	90.33%
01-1480 · Legal Advertisements	0.00	5,500.00	-5,500.00	0.0%
01-1512 · Miscellaneous	0.00	3,300.00	-3,300.00	0.0%
01-1513 · Postage and Delivery	5.53	1,150.00	-1,144.47	0.48%
01-1514 · Office Supplies	9.75	2,300.00	-2,290.25	0.42%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees - 2005 School	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%
01-1815 · Miscellaneous Maintenance (Storm Repairs)	4,120.00	0.00	4,120.00	100.0%

**Arborwood Community Development District**  
**Budget vs. Actual**  
**October 2022**

	<u>Oct 22</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
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	60.00	22,000.00	-21,940.00	0.27%
01-1820 · Panther Mitigation Mnt-Exotics	0.00	80,000.00	-80,000.00	0.0%
01-1822 · Street Lighting-Utility & Maint	716.93	13,000.00	-12,283.07	5.52%
01-1824 · Field Inspector - Somerset Only	2,074.16	25,500.00	-23,425.84	8.13%
01-1825 · Lake Maintenance-Somerset Only	3,839.00	46,100.00	-42,261.00	8.33%
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>	<u>29,111.78</u>	<u>492,473.00</u>	<u>-463,361.22</u>	<u>5.91%</u>
<b>Net Income</b>	<u><u>-29,111.78</u></u>	<u><u>0.00</u></u>	<u><u>-29,111.78</u></u>	<u><u>100.0%</u></u>

Bank Balance As Of 10/31/22	\$ 291,075.51
Accounts Payable As Of 10/31/22	\$ 9,421.85
Other Assets As Of 10/31/22	\$ -
Total Fund Balance As Of 10/31/22	\$ 281,653.66

Series 2014A-1 Bond Balance As Of 10/31/22	\$ 4,410,000.00
Series 2014A-2 Bond Balance As Of 10/31/22	\$ 930,000.00
Series 2018A-1 Bond Balance As Of 10/31/22	\$ 19,910,000.00
Series 2018A-2 Bond Balance As Of 10/31/22	\$ 6,870,000.00
Total Bond Balance As Of 10/31/22	\$ 32,120,000.00