

# ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

## LEE COUNTY

REGULAR BOARD MEETING APRIL 21, 2025 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

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

#### **REGULAR BOARD MEETING**

April 21, 2025 9:00 A.M.

A.	Call to Order
B.	Proof of Publication
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. March 17, 2025 Regular Board Meeting Minutes
G.	Old Business
	1. Update on Road Impact Fee Credits
	Consider Ratification of Resolution No. 2025-01 – Approving the Donation and Conveyance of Certain Real Property to the City of Fort Myer
	3. Consider Ratification of Lake Bank Repairs for 2025
Н.	New Business
	1. Discussion Regarding Midge Flies
	2. Consider Approval of Lake Maintenance Proposals
	3. Consider Resolution No. 2025-02 – Adopting a Fiscal Year 2025/2026 Proposed BudgetPage 40
I.	Administrative Matters
	1. Manager's Report
	a. Financials
	2. Attorney's Report
	3. Engineer Report
	4. Field Inspectors Report
	5. Preserves Compliance Updates
J.	Board Member Comments
K.	Adjourn



### Florida

#### **GANNETT**

PO Box 631244 Cincinnati, OH 45263-1244

#### AFFIDAVIT OF PUBLICATION

Arborwood Community Development District 2501 Burns RD # A Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

03/07/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50,

Florida Statutes

Subscribed and sworn to before me, by the legal clerk, who

is personally known to me on 03/07/202

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

**Publication Cost:** 

\$221.70

Tax Amount:

\$0.00

Payment Cost:

\$221.70

11100434

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NICOLE JACOBS Notary Public State of Wisconsin NOTICE OF REGULAR BOARD MEETING ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Arborwood Commu-"Board") of the Arborwood Community Development District (the "District") will hold a Regular Board Meeting (the "Meeting") on March 17, 2025, at 9:00 a.m. in the Amenity Center Community Room, Somerset at the Plantation, 10401 Dartington Drive, Fort Myers, Florida 33913. The purpose of the Regular Board Meeting is for the Board to consider any business which may properly come before it. Board to consider any busines which may properly come before it The 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 (www.arborwoodcdd.org) or by contacting the District Manager, Special District Services, at (941) 223-2475. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Ameri-cans with Disabilities Act, any person requiring special accommo-dations to participate in this 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 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 widesex upon which the appeal is to evidence upon which the appeal is to

may be cancelled from Meetings time without advertised

District Manager Arborwood ment District Community Develop-

www.arborwoodcdd.org No. 11100434 Mar 7, 2025

#### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING MARCH 17, 2025

#### A. CALL TO ORDER

The March 17, 2025, Regular Board Meeting of the Arborwood Community Development District (the "District") was called to order at 9:02 a.m. in the Amenity Center Community Room of the Somerset at the Plantation located at 10401 Dartington Drive, Fort Myers, Florida 33913.

#### B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on March 7, 2025, 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	Jeff Gordish	Present
Vice Chairperson	Karin Hagen	Present
Supervisor	Jack Aycock	Present
Supervisor	Donald Schrotenboer	Present
Supervisor	Christopher Anderson	Present

Staff members in attendance were:

District Manager	Michelle Krizen	Special District Services, Inc.
General Counsel	Wes Haber (via phone)	Kutak Rock, LLC
District Engineer	Ryan Lorenz	JR Evans Engineering
Field Inspector	Bohdan Hirniak	Special District Services, Inc.

Also present was Bethany Brosious of Passarella & Associates.

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

There was a consensus of the Board to add a discussion regarding the transfer of CDD parcels for parks to the City of Fort Myers under Old Business.

#### 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. February 17, 2025, Regular Board Meeting

The February 17, 2025, Regular Board Meeting minutes were presented for consideration.

A **MOTION** was made by Mr. Schrotenboer, seconded by Mr. Gordish and passed unanimously approving the February 17, 2025, Regular Board Meeting minutes, as amended.

#### G. OLD BUSINESS

#### 1. Update on Traffic Study

The City has received and approved the District's request to have the final traffic study completed in February 2026. Mr. Lorenz is working with the City and contractors and will bring bids to the Board in the fall for consideration.

#### 2. Update on School and Road Impact Fee Credits

The paperwork has been finalized on the District side for the school credits.

Ms. Krizen sent another email inquiry to the entity that might have rights regarding road credits but has yet to receive a response. Mr. Schrotenboer reminded the Board that the credits have an expiration date of 2027, and inquired about the proper process to ensure they do not expire. Mr. Haber explained, as custodian of the credits, the District would need to show that maximum recovery efforts were done. The credits could be sold at the best value and put in a separate account for the owner. A discussion ensued.

A **MOTION** was made by Mr. Aycock, seconded by Mr. Gordish and passed unanimously authorizing Mr. Schrotenboer to seek bids to bring back to the Board for consideration.

A **MOTION** was then made by Ms. Hagen, seconded by Mr. Aycock and passed unanimously authorizing Mr. Haber to work with District staff to continue investigating the party entitled to the credits and the best procedure to transfer credits.

#### 3. Discussion Regarding City Parks

Mr. Gordish met with City officials to discuss transferring the west parcels to the City of Fort Myers for use as a park. A letter was sent authorizing the City access to assess the property. Kate Burton from the City has completed Phase 1 Environmental and Due Diligence for the property. At this time, the City is interested in pursuing the two western parcels. Ms. Burton is looking for a resolution from the Board stating that the District is interested in transferring the property to the City. The District's resolution would be presented to the Commissioners. A discussion ensued and the board would like to define "park" and restrict the use of the property to a park.

A **MOTION** was made by Ms. Hagen, seconded by Mr. Aycock and passed unanimously delegating authority to Jeff Gordish to work with District staff to prepare and execute a resolution to donate real property to the City for a park.

#### H. NEW BUSINESS

#### 1. Lake Bank Inspection Report

Bridgetown - 35 lakes were inspected and there were 13 areas of extensive erosion. The full report will be shared with Bonnie at Bridgetown to coordinate repairs. Bridgetown will provide completion reports to the District.

Somerset had 37 lakes inspected with 12 areas of major erosion; 4 repairs have washed out to be repaired by Dragonfly at no cost. There are also 5 exposed pipes and they will also be completed under warranty.

There are currently proposals from Sea Breeze and Dragonfly for the repairs with more proposals expected from Lake Drs and Solitude in the next week. Currently, Dragonfly is the lowest bid at approximately \$3,500 per site. A discussion ensued. The work needs to be completed prior to rainy season and should start no later than May 1.

A **MOTION** was made by Mr. Schrotenboer, seconded by Mr. Aycock authorizing Jeff Gordish to work with District staff to obtain a contract in an amount not to exceed \$45,000 for lake bank repairs.

#### 2. Consider Drain Cleaning Proposal

Two proposals have been received for this project. Clarification will be requested of the vendors and this item will be brought back to the Board for consideration at the next monthly meeting.

#### 3. Discussion Regarding Proposal Request Details for Lake Maintenance

This criteria will be sent to contractors for proposals to be presented at the next meeting.

#### 4. Discussion Regarding Bridgetown Preserve and "No Trespassing" Signage

Recently there was unauthorized entry and activity in the preserve. The HOA and District worked together to make a police report and the necessary remediation to the area. District Counsel sent a cease and desist letter to the unauthorized person who trespassed. Mr. Gordish reached out to the City to request access gates be placed on the road leading to the cell tower.

At this time, the District will not take any action.

#### I. ADMINISTRATIVE MATTERS

#### 1. Manager's Report

#### a. Financials

The financials were presented. There were no questions from the Board Members.

It was noted that the next meeting was scheduled for April 21, 2025, and would include the proposed budget. There was a discussion regarding any areas that might need to be increased. The Stormwater Drain Inspection and Maintenance Somerset line item should be increased to \$40,000.

#### 2. Attorney's Report

Mr. Haber had nothing to report on at his time but was available for questions.

#### 3. Engineer's Report

Mr. Lorenz presented a proposal for flow way inspection from JR Evans Engineering in the amount of \$6,500. There would be an additional fee for a surveyor.

A **MOTION** was made by Mr. Gordish, seconded by Mr. Schrotenboer and passed unanimously approving the JR Evans Engineering proposal in the amount of \$6,500 for the flow way inspection which funds would come from the general engineering funds.

#### 4. Field Inspector's Report

It was noted that we were currently in the dry season and everything was functioning as intended.

#### **5. Preserves Compliance Report**

The offsite parcel (the panther parcel) has been treated by Aquatic Weed Control. It has been inspected and a memo with be sent to the boards. The onsite inspection is starting and treatments will follow.

#### J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

#### K. ADJOURNMENT

There being no further business to come before the Board, a MOTION was made by Mr. Gordish, seconded
by Ms. Hagen and passed unanimously adjourning the Regular Board Meeting at 11:08 a.m.

Secretary/Assistant Secretary	Chair/Vice-Chair	

#### **RESOLUTION 2025-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DONATION AND CONVEYNACE OF CERTAIN REAL PROPERTY TO THE CITY OF FT MYERS; AUTHORIZING THE DELIVERY OF A DEED; AND ADDRESSING SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

WHEREAS, the District owns the real property (the "Property") described on the legal description attached hereto as Exhibit A; and

WHEREAS, the City of Ft. Myers (the "City") has expressed an interest in accepting a deed for the Property for use as a public park; and

WHEREAS, the District's Board of Supervisors desires to approve the donation and conveyance of the Property to the City and authorizes the District to deliver a deed, in a form mutually agreeable to the District and the City, to the City.

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

**SECTION 1.** All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

**SECTION 2.** The District's Board of Supervisors hereby authorizes the donation and conveyance of the Property. The District is hereby authorized to deliver a deed, in a form mutually agreeable to the District and the City, to the City.

SECTION 3. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 4.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 17th day of March, 2025.

ATTEST:

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

## AGREEMENT BETWEEN THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT AND DRAGONFLY POND WORKS, LLC FOR POND MAINTENANCE AND REPAIR SERVICES

This Agreement ("Agreement") is made and entered into this 7 day of APRI, 2025, by and between:

**Arborwood Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

**Dragonfly Pond Works, LLC,** a North Carolina limited liability company, with a mailing address of P.O. Box 1089, Apex, North Carolina 27502 ("Contractor," together with District the "Parties").

#### 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

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

WHEREAS, the District has a need to retain an independent contractor to provide pond maintenance and repair services; and

WHEREAS, Contractor submitted a proposal and represents that it is licensed and qualified to provide pond maintenance and repair services to the District and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); 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:

- SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- SECTION 2. DUTIES. District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described herein and in Exhibit A hereto.

the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:	ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT	
Michelle Krigen Secretary/Assistant Secretary	Chairman/Vice Chairman  DRAGONFLY POND WORKS, LLC, a North Carolina limited liability company	
(Signature of Witness)	By: Print: PHAN MILLOR Its: CHENT SERVICE BANNAGER	
Exhibit A: Services	Thu Nguyen.	
	BICH PHUONG THU NGUYEN MY COMMISSION # HH 654225 EXPIRES: March 20, 2029	



**Proposal #26143** 

Date: 3/27/2025

#### **Customer:**

Kathleen Dailey Arborwood CDD 2501 A Burns Rd Palm Beach Gardens, FL 33410

On behalf of: Arborwood CDD -Hereinafter collectively referred to as "Client" or "Owner."

#### **Property:**

Arborwood CDD Gladstone Way Ft Myers, FL 33913

#### **Arborwood CDD Somerset 2025 Basins**

Dragonfly will provide pond maintenance and repair services as described below. <u>This proposal scope</u> and price is valid for for a period of 90 days. Please note:

- For jobs \$25k or greater, a 20% down payment is required prior to mobilizing
- Any additional repairs found during initial work and not included in this scope will be brought to your attention and can be addressed at additional cost with prior approval
- Unless otherwise stated below, all Professional Engineering and survey work will be provided by others
- We need clear access to pond area for equipment and loading
- Does not include watering sod
- Any damage to the curbs, sidewalks, or parking lot will be addressed separately and at additional cost with client approval; we will take care to avoid damage

#### Warranty Repairs

2024 Dragonfly Repair Washouts (need corrected):

- Photo 5 12837/12839 Epping Way
- Photo 12 (Lake 41) 12878/12876 Chadsford Circle
- Photo 22 (Lake 44) 12813 Chadsford Circle
- Photo 54 (Lake 51A) 12912 Hadley

#### Deepen Secondary Drainage Pipe:

- Photo 4 (Lake 41) 12803/12807 Epping
- Photo 6 (Lake 41) 12843/12841 Epping
- Photo 11 (Lake 41) 12886/12884 Lonsdale
- Photo 23 (Lake 45) 12325/12329 Litchfield
- Photo 60 (Lake 51C) 12512/12510 Chrasfield Chase

#### **Inspection Repairs**

Lake 41 12802 / 12803 Epping Way (photo 3)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

Lake 41 12802 / 12803 Epping Way (photo 3): \$4,500.00

#### Lake 41 12903 Epping Way (photo 8)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

**Lake 41 12903 Epping Way (photo 8):** \$4,500.00

#### Lake 41 12872 / 4 Chadsford Circle (photo 13)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

**Lake 41 12872 / 4 Chadsford Circle (photo 13):** \$4,500.00

#### Lake 43 12651 Lonsdale Terrace (photo 17)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

Lake 43 12651 Lonsdale Terrace (photo 17): \$4,500.00

#### Lake 46 12651 12300 / 4 Litchfield Ln (photo 27)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

Lake 46 12651 12300 / 4 Litchfield Ln (photo 27): \$4,500.00

#### Lake 50 12909 / 11 Hadley Ct (photo 51)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

**Lake 50 12909 / 11 Hadley Ct (photo 51):** \$4,500.00

#### Lake 50 12911 / 13 Hadley Ct (photo 52)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

**Lake 50 12911 / 13 Hadley Ct (photo 52):** \$4,500.00

#### Lake 51A 12912 Hadley Ct (photo 53)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Floratam sod will be placed on repaired area.

**Lake 51A 12912 Hadley Ct (photo 53):** \$4,200.00

#### Lake 61 Golf Green Hole 7 (photo 114)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat and Bermuda sod will be placed on repaired area.

**Lake 61 Golf Green Hole 7 (photo 114):** \$4,500.00

#### Lake 66 12927 / 21 Kingsmill Way (photo 124)

Includes labor and material to repair erosion. Fill will be imported and compacted. Coconut mat Floratam sod will be placed on repaired area.

Includes 12 x 12 " ADS basin and 8" ADS piped into lake.

Lake 66 12927 / 21 Kingsmill Way (photo 124): \$4,500.00

Subtotal	\$44,700.00
<b>Estimated Tax</b>	\$0.00
Total	\$44,700.00

Payment Schedule			
Schedule	Price	Sales Tax	Total Price
Down Payment 20 %	\$8,940.00	\$0.00	\$8,940.00
Due Upon Completion	\$35,760.00	\$0.00	\$35,760.00
	\$44,700.00	\$0.00	\$44,700.00

#### **Terms & Conditions**

#### **TERMS & CONDITIONS:**

- 1. PAYMENTTERMS. Dragonfly Pond Works expects prompt payment for its Work. Toward that end, payment terms are as follows: the client will be billed either at the end of the project or in accordance with the payment schedule and terms outlined in this proposal. The payment terms for open invoices will be net 15 unless otherwise agreed upon between parties 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
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 appliable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 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.

Ву		. Ву _	
	Ryan Miller		
Date	3/27/2025	Date	
•	Dragonfly Pond Works, LLC	_	Arborwood CDD



## Waterway Management Proposal

## For





April 10, 2025

Somerset at the Plantation c/o Special District Services, Inc. Mr. Ryan Lorenz 27499 Riverview Center Blvd., #253 Bonita Springs, FL 34134

Dear Ryan,

Thank you for the opportunity to submit our proposal for the management of your Stormwater ponds at Somerset at the Plantation.

Advanced Aquatic is a Florida based company and has been in the waterway management business for over 30 years. We care for many of the finest golf courses, commercial properties and residential communities in Florida. Most of our Business has come to us by referrals from satisfied customers. When you decide to choose Advanced Aquatic as your service provider, you will be hiring a science based, customer first company that is serious about caring for your ponds.

We are on the cutting edge in our approach to weed control, water quality and littoral maintenance. Advanced Aquatic also offers consulting services to help design and create living shorelines of plants native to Florida. Our entire team at Advanced Aquatic will work diligently to earn your trust and transform your ponds into beautiful assets of which you will be proud. We look forward to working with you.

Sincerely,

Jason Jasczak

Jason Jasczak,

**Environmental Consultant** 



#### Our Philosophy Regarding Management of Natural Resources & Customer Relationship

The vision and management philosophy of Advanced Aquatic Services, Inc. (AAS) is based on Responsible Environmental Stewardship. Our sustainability goal is to use alternative methods of control whenever possible to reduce overall herbicide use in lakes and ponds and provide a balanced ecosystem for our customers.

Advanced Aquatic Services offers environmentally sound management plans to provide solutions for healthy and aesthetically pleasing waterways. AAS is a Future Forward Organization continually seeking contemporary innovations and strategies to enhance a sustainable future that leads to environmental, social, and economic improvements in the communities where we work.

Our science-based strategy to target the source of problematic lake & pond issues is outlined in our innovative environmental management plans—

- Perform strategic water quality analysis on site by AAS Biologists to identify and diagnose any underlying ecological concerns.
- Recommendation of bottom diffused aeration technology to aide in naturally reducing nutrient levels, thereby reducing algal blooms and the frequency and intensity of herbicide applications, all while improving water quality and enhancing fisheries.
- Utilization of beneficial bacteria and enzymes to naturally improve water quality, water clarity and reduce bottom organic sediment (muck).
- Stocking of sterile triploid grass carp to aide in naturally controlling submersed aquatic weeds, thereby lowering the reliance upon aquatic herbicides.
- Use of sequestering agents (i.e., Alum) to lower nutrient levels with the purpose of reducing the severity and recurrence of algal blooms.
- Lake/Pond Shading applications to diminish sunlight penetrating to a lake & pond bottom region. Helps to reduce overall algae and aquatic weed growth.
- Creation of "Living Shorelines" of native aquatic plants to filter surface run-off of excess nutrients such as Nitrogen and Phosphorus. These valuable native plants will also provide wildlife habitats, aide in shoreline erosion control and enhance environmental aesthetics.

Employing state-of-the-art equipment, technology, and techniques allows AAS to provide proactive and sustainable solutions to the most challenging water quality concerns. Most importantly, our "Customer First" philosophy to client service and satisfaction is a vital part of the foundation of AAS.

At AAS, customer first is defined as 1- Always carefully identifying and listening to the goals and expectations of our customers. 2- Crafting everything we do with focus upon customers goals and expectations. 3-Maximizing communication with all customers so that we can be as proactive as possible with all recommendations. 4- Responding to all customer requests/phone calls/emails within 24 hrs.

Simply summarized, AAS places customers first in all our considerations and we treat all people the way we would like to be treated.



#### **REFERENCES**

Seminole Golf Club	Hal Hicks	561-626-2728
Boca West Master Assn.	Lawson Turner	561-479-3772
Old Course at Broken Sound	Kyle Asbury	772-888-6323
Windstar Country Club	Mitch Johnson	239-280-7711
Parker Lakes HOA	Sally McDonald	239-590-8920
Island Walk	Dick Norwood	630-818-5429
Aberdeen POA	Lisa Teets	561-716-6461
Hunter's Run	Amy Volk	561-389-5108

## WATERWAY CHART Somerset at the Plantation

Survey Date: April 2025

Pond	Perimeter	Acreage
41	6,663	11.5
42	1,886	3.55
43	2,068	3.78
44	2,294	4
45	1,540	2.1
46	1,338	2.21
48	1,192	1.81
49	1,284	2.24
50	819	0.86
52	1,538	2.1
53	981	1.1
55	833	1
56	3,430	6.3
57	1,343	2.36
59	1,763	4
60	2,677	4.5
61	2,084	2.73
62	2,133	4.52
63A	2,864	4.59
63B	1,079	1
65	2,266	6.99
66	2,088	2.87
67	2,647	4.5
72	2,067	3.11
73	2,611	3.74
47A	3,171	5.6
47B	1,097	1.3
51A	1,550	2.11
51B	2,664	4.57
51C	2,065	3.65
51D	1,108	1.83
57A	1,474	1.41
64B	2,510	3.74
68A	2,694	6.43
68B	1,605	3.63
71A	4,646	9.95
71B	2,868	5.28
Total	78,940	136.96

Flow-way 2,549









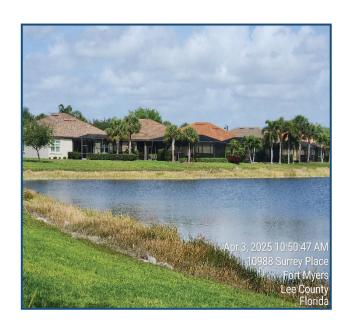


















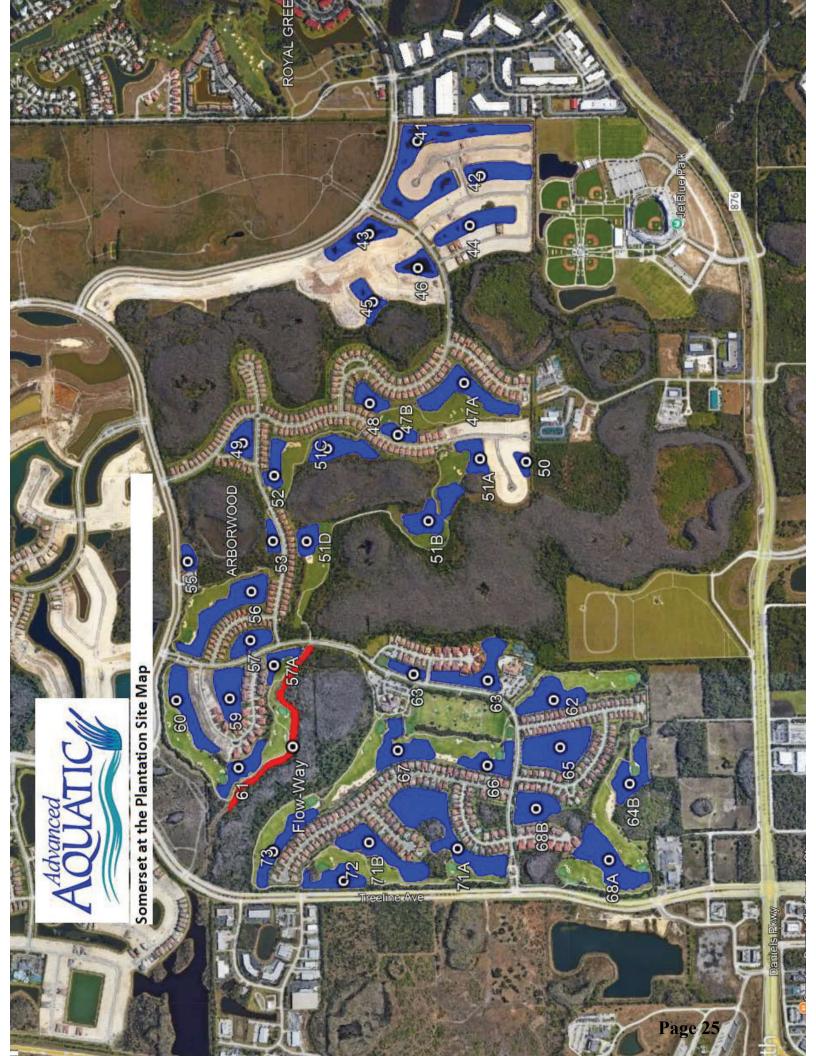














Proposal Date: 4/10/2025

#### ENVIRONMENTAL SERVICES AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

Somerset at the Plantation c/o Special District Services, Inc. Mr. Ryan Lorenz 27499 Riverview Center Blvd., #253 Bonita Springs, FL 34134

hereinafter called "CUSTOMER". The parties hereto agree as follows:

- 1) AAS, Inc. agrees to manage thirty-seven (37) ponds with a total shoreline of approximately 78,940' linear feet located at Somerset at the Plantation in Ft. Myers, Florida.
- 2) A minimum of 36 inspections with treatment as required (3 visits per month).
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

#### Pond:

Initial Treatment	N/A
Aquatic Weed and Algae Control	\$8,500.00
Shoreline Weed Control	Included
Management Reporting	Included
Littoral Shelf Maintenance	Included
Dissolved Oxygen, PH, Temperature Reading	Included
(taken along the shoreline)	

Total Monthly Investment \$8,500.00

Payments to be made in equal and consecutive monthly installments of \$8,500.00.

Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Service will begin within ten (10) days of receipt of the signed contract. Payment is required net thirty (30) days from invoice date. This agreement is void if not signed within forty-five (45) days.

- 4) This agreement is subject to the terms and conditions contained on pages 1-2 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).

1-800-491-9621



Proposal Date: 4/10/2025

(Somerset at the Plantation, 2 of 2)

- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.
- 8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.
- 9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.
- 11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.
- 14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.
- 15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

For: Advanced Aquatic Services, Inc.	Authorized Customer's Sign	ature Title
Date:	Print Name:	Date:
	Contract Start Date:	

www.AdvancedAquatic.com lakes@advancedaquatic.com Military Trail Deerfield Beach F



Greetings Ryan,

Thank you for considering FloridAquatic Lake Management for J.R. Evans Engineering, P.A.'s lake management needs. We have been making lakes beautiful since 1996. Originally founded by my father, we are locally owned and operated in southwest Florida. Being a small family business does not keep us from supplying your community with everything a large nationwide business can.

Our team has significant experience with managing water ways and has a successful track record with similar clients and projects. We will provide top value for your investment and you will be able to speak to us in a timely manner.

The following proposal outlines the details of this project along with pricing. If you would like a certain service that is not listed in this proposal, let us know and we can address your needs. Feel free to contact us with any questions by email, phone, or the messaging box in the top right corner of this screen.

With Appreciation,

Tim Farrell

## **Property Address**

10401 Dartington Dr Fort Myers, FL 33913

## **Covered Area**

Lakes: 36

Approximate Lake Acres: 137.11

Approximate Lake Linear Feet: 79,194

## **Visual Inspection Summary**

A visual inspection was performed on March 26, 2025. Overall, the lakes look good. There is some overgrowth of torpedo grass through out the community but it looks to have been recently treated. Some pond week in a few lakes.

We recommend aeration, which is always beneficial for the lakes. This helps circulate the water to improve the water quality and help break down the muck on the bottom. We can provide a quote in the future if you wish to pursue it.

## Recommended FloridAquatic Lake Management Program

#### **Visual Inspections**

A visual inspection of the lakes will be performed 1 time a week. This inspection will include the following checks:

- Beneficial aquatic vegetation
- Nuisance, invasive, or exotic aquatic vegetation
- Grass and brush around water up to high water line
- Algae
- Erosion

Any issues that are observed during the inspection will be relayed to the Client's point of contact.

#### Algae Control

If algae is present, a technician will treat with the appropriate algaecide.

#### **Aquatic Weed Control**

If any nuisance, invasive, or exotic aquatic grasses, floating or submersed vegetation are present; a technician will treat with the appropriate aquatic herbicides and surfactants.

#### **Shoreline Weed Control**

If any undesirable shoreline vegetation is present, up to high water line only, a technician will treat with the appropriate aquatic herbicides and surfactants.

#### Other services included in the Lake Management Program:

- Aquatic consulting
- Management reporting
- Littoral zone maintenance
- Trash pickup around the lakes

#### Services not included in the Lake Management Program:

- Water Testing
- Use of Truxor Amphibious Machine
- Purchase of fish
- Permit fees
- Removal of plant or other debris

## **Our Commitment**

All of these services will be done in a manner to maintain and promote the beneficial plants and preserve the natural habitat along with following good environmental and aquatics management practices. Herbicides and algaecides are used at label rates set by the EPA.

This contract would include all materials and work used to maintain the lake such as labor, chemicals, and equipment. Any work requiring the Truxor is a separate fee and would be discussed on an individual as needed basis prior to any work being performed.

### **Contract Term**

All contracts are a minimum of 12 months.

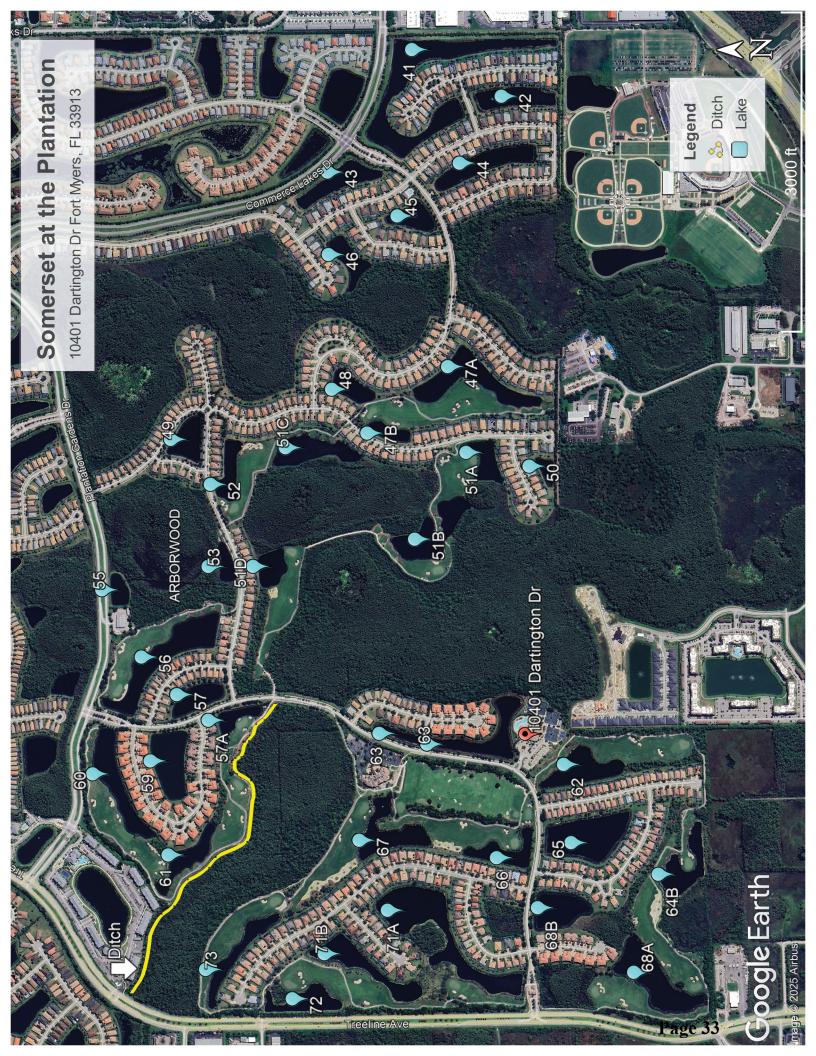
## **Cost Summary**

Service	Cost	Units	<b>Annual Expense</b>
Lake Management Program	\$7,000.00	12	\$84,000.00
52 annual visits			
Quarterly Ditch Maintenance for grasses	\$2,000.00	4	\$8,000.00

Total Annual Expense \$92,000.00

## **Expiration of Proposal**

This offer shall expire at 5pm EST in thirty (30) days.





Proposal #26066

Date: 4/11/2025

**Property:** 

Arborwood CDD Gladstone Way Ft Myers, FL 33913

#### **Customer:**

Kathleen Dailey Arborwood CDD 2501 A Burns Rd Palm Beach Gardens, FL 33410

On behalf of: Arborwood CDD -Hereinafter collectively referred to as "Client" or "Owner."

#### **Routine Maintenance**

Dragonfly Pond Works is an environmental service company specializing in stormwater management, including pond and lake maintenance. Since 2006, Dragonfly has performed both routine maintenance and repairs on lakes, ponds, wetlands, sand filters, stormwater basins, bioretention devices, underground detention facilities, and many other types of stormwater systems. Our Team services aquatic systems throughout the Mid-Atlantic and Southeast, from Maryland to Florida.

We offer a wide range of water management services. Our specialized lake, pond, and stormwater maintenance crews will keep your system compliant, healthy, and functioning as intended. Detailed reports follow every service to help keep you aware of any potential issues before they worsen and become significant problems. Dragonfly's experienced construction and repair specialists will build, transform, or restore your aquatic space with low-impact, cost-effective solutions. Our practices work in harmony with nature, but also within your budget.

#### **Fixed Payment Services**

Description of Services	Frequency	Cost per Occ.	Annual Cost
Maintenance Service			
Contract Maintenance	12	\$7,253.18	\$87,038.16
	Annual Maintenance Price		\$87,038.16

**Total Contract Price** 

\$87,038.16

#### Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$7,253.18	\$0.00	\$7,253.18
February	\$7,253.18	\$0.00	\$7,253.18
March	\$7,253.18	\$0.00	\$7,253.18
April	\$7,253.18	\$0.00	\$7,253.18
May	\$7,253.18	\$0.00	\$7,253.18
June	\$7,253.18	\$0.00	\$7,253.18
July	\$7,253.18	\$0.00	\$7,253.18
August	\$7,253.18	\$0.00	\$7,253.18
September	\$7,253.18	\$0.00	\$7,253.18
October	\$7,253.18	\$0.00	\$7,253.18
November	\$7,253.18	\$0.00	\$7,253.18
December	\$7,253.18	\$0.00	\$7,253.18
	\$87,038.16	\$0.00	\$87,038.16

#### Services

#### **Contract Maintenance**

Standard maintenance program includes:

- · Treatment of nuisance vegetation in basin as needed and as permitted by municipality
- Control of unwanted vegetation on inlets, outlets, and spillway structures
- Removal of trash from basin, includes up to 40 lbs per visit
- · Cleaning and inspecting drain, weirs, and riser
- Hand re-arranging of riprap at inlet and outlet where applicable; does not include damage from extreme weather events or installation of new rip rap
- Monitoring for potentially harmful wildlife activity
- Monitoring conditions favorable to mosquito habitats and recommend solutions
- Visual inspection and digital documentation of condition of pond and pond components
- Photo documentation of site conditions, including potential deficiencies and items of concern
- Professional recommendations related to the operation, appearance, safety and/or compliance of the pond or lake

#### 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.
- 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.

PAYMENT SCHEDULE, CONTRACT LENGTH, EXCLUSIONS, & CANCELLATION POLICY:

- Where applicable, all maintenance contract services will be combined and invoiced in 12 equal
  installments (total contract fee divided by 12). Sites receiving only four total visits will continue to
  be invoiced on a per service basis. If you are currently invoiced through a portal or require other
  specialized billing, you will not be affected by this change.
- Monthly service contracts are based on 12 month contracts and will be billed in 12 equal
  payments on the 15th day of the service month. As maintenance contracts are sometimes billed
  prior to the completion of services, payments are due net 15, so that in the event your service
  visit has not been completed by time of invoicing, you may hold payment until your visit is
  completed.
- Contracts starting after 1/31 will run through the following calendar year. Contracts can be canceled by either party with 60 day written notice.
- Your contract renews automatically for an additional one (1) year term and is subject to a 4% increase per year.
- If additional work is identified while completing the original scope of work or inspections, repairs can be completed after a separate proposal is submitted and approved.
- Although we control most algae, service does not include control of planktonic algae or cyanobacteria. In the event that these blooms occur, we will work with you develop a community

- wide program to reduce the nutrients in your pond or lake.
- In the event that a municipality or regulating agency changes its environmental requirements which would add additional cost to the maintenance contract, Dragonfly will notify the Client of these changes and propose a new contract price.
- 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.

Ву		Ву	
	Ryan Miller		
Date	4/11/2025	Date	
_	Dragonfly Pond Works, LLC	Arborwood CDD	

#### **RESOLUTION 2025-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Arborwood Community Development District ("District") prior to June 15, 2024, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

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

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: . 2025

HOUR: 9:00 a.m.

LOCATION: <u>Amenity Center Community Room</u>

Somerset at the Plantation
10401 Dartington Drive
Fort Myers, Florida, 33913

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Ft. Myers and Lee County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption. 7.

PASSED AND ADOPTED THIS 21st DAY OF April, 2025.

ATTEST:	ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT
 Secretary / Assistant Secretary	Chair/Vice Chair, Board of Supervisors
Evhibit A: Proposed Budget	,,

### Arborwood Community Development District

Proposed Budget Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

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- 1-3 REVENUE AND EXPENSE DESCRIPTIONS
  - 4 PROPOSED TOTAL BUDGET
  - 5 PROPOSED TOTAL BUDGET DETAIL
  - **6 BUDGET COMPARISON**
  - 7 PROPOSED GENERAL FUND BUDGET
  - 8 PROPOSED DEBT SERVICE FUND BUDGET 2014 BOND
  - 9 PROPOSED DEBT SERVICE FUND BUDGET 2018 BOND
- 10 ASSESSMENTS RECAP PARCEL A MARINA BAY & BOTANICA LAKES
- 11 ASSESSMENTS RECAP PARCELS B & D/E BRIDGETOWN & SOMERSET
- 12 ASSESSMENTS RECAP LENNAR PARCELS
- 13 ASSESSMENTS RECAP OTHER PARCELS
- 14 GENERAL FUND METHODOLOGY
- 15 2014 BOND METHODOLOGY
- 16 2018 BOND METHODOLOGY
- 17 ON ROLL ASSESSMENT COMPARISON

## ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT Budget Revenue & Expense Descriptions

#### **REVENUES**

#### **1 GENERAL FUND ON ROLL ASSESSMENTS**

All assessments placed on the tax roll for Operations & Maintenance.

#### 2 GENERAL FUND DIRECT BILL ASSESSMENTS

Individual parcels not placed on the tax roll are billed directly by mail for Operations & Maintenance Assessments.

#### 3 DEBT ON ROLL ASSESSMENTS

Debt Assessments collected via the property tax roll for Bond Debt

#### 4 DEBT DIRECT BILL ASSESSMENTS

Individual parcels not placed on the tax roll are billed directly by mail for Debt Assessments.

#### 5 DEBT PREPAYMENTS / MISCELLANEOUS PAYMENTS

Debt Assessments used to pay down Bond debt before the required payments by individuals or the District as a whole.

#### 6 GENERAL FUND INTEREST INCOME

TOND INTEREST INCOME

Any interest earned on the general fund balance and any item that does not fall into the other income categories is recorded in th

#### 7 GENERAL FUND OTHER REVENUES

This is usually carry over funds from a prior year.

#### **EXPENDITURES**

#### 8 PAYROLL TAX EXPENSE

For taxes associated with the payroll to supervisors.

#### 9 SUPERVISOR FEES

Fees paid to supervisors for their service to the District.

#### 10 ENGINEERING

State statute requires the District to have an engineer and pay for his or her services.

#### 11 **MANAGEMENT**

State statute requires the District to have a manager and pay for his or her services.

#### 12 **LEGAL**

State statute requires the District to have an attorney and pay for his or her services.

#### 13 ASSESSMENT ROLL

The cost to prepare the assessment roll and submit it to the county tax collector.

#### 14 ANNUAL AUDIT

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

#### 15 ARBITRAGE REBATE FEE

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

#### 16 INSURANCE

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

## ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT Budget Revenue & Expense Descriptions

#### 17 LEGAL ADVERTISING

State statute requires the District to advertise meetings in advance.

#### 18 **MISCELLANEOUS**

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

1

#### 19 POSTAGE

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

#### 20 OFFICE SUPPLIES

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

#### 21 DUES & SUBSCRIPTIONS

An annual due is required to pay to the state.

#### 22 TRUSTEE FEES

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

#### 3 CONTINUING DISCLOSURE FEE

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

#### 24 AMORTIZATION SCHEDULES

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

#### 25 **WEBSITE**

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

#### 26 PROFESSIONAL FEE & PERMITS

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

#### 27 TREELINE PRESEVE MAINT - EXOTICS

Removal of exotics annually

#### 28 DRI TRAFFIC MONITORING

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

#### 29 ENVIROMENTAL CONSULTING - PASSARELLA

Ecological consultant and management of preserve maintenance

#### 30 PANTHER MITIGATION MAINT - EXOTICS

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

#### 31 STREET LIGHTING - UTILITY & MAINT

Maintenance on district owned streetlights

#### 32 CAPITAL OUTLAY - SMALL

Small, miscellaneous construction related to district improvements.

#### 33 COUNTY APPRAISER & TAX COLLECTOR FEE

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

## ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT Budget Revenue & Expense Descriptions

#### 34 FLOWWAY MAINT

Removal of plant material of east/west ditch on an annual basis to improve conveyance

#### 35 MISCELLANEOUS MAINTENANCE

Any District wide maintenance that does not fit into any of the other maintenance categories.

#### 36 MITIGATION MONITORING - (PARCEL C ONLY)

Inspection of the preserve located in Parcel C

#### 37 PRESERVE MAINT - (PARCEL C ONLY)

Removal of exotics in Parcel C preserves

#### LAKE MAINT - AQUATIC CONTROL MAINT- (SOMERSET ONLY)

Maintenance of aquatic vegetation in Somerset lakes

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#### S9 LAKE MAINT - EROSION MAINT- (SOMERSET ONLY)

Maintenance of lake banks from erosion in Somerset lakes

#### O PRESERVE MAINT - (SOMERSET ONLY)

Removal of exotics annually in the preserve in Somerset

#### 41 FIELD INSPECTOR - (SOMERSET ONLY)

Staff person for public relations and coordination of maintenance

#### 42 STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)

Inspection and maintenance of the stormwater drainage pipes in Somerset

#### 43 LAKE BANK INSPECTION - (SOMERSET ONLY)

Inspection of Lake Banks in Somerset Only

#### 44 LAKE BANK INSPECTION - (BRIDGETOWN ONLY)

Inspection of Lake Banks in Bridgetown only.

#### 45 STORMWATER DRAINS INS & MAINT - (BRIDGETOWN ONLY)

Inspection of the stormwater drainage pipes in Bridgetown and submitting report to Bridgetown HOA

#### 16 **DEBT PAYMENT (2014)**

Total Interest and Principal Payment for the year for all the Parcel C Series 2014 Bonds

#### 47 **DEBT PAYMENT (2018)**

Total Interest and Principal Payment for the year for all parcels except C for the Series 2018 Bonds

#### 8 MISCELLANEOUS DEBT EXPENSE

Any debt expense other that the regularly scheduled principal and interest payments

#### 49 DISCOUNTS FOR EARLY PAYMENTS

4% buffer to cover for all residents who pay early and receive a discount off their property tax bill, which can be up to 4%

#### PROPOSED BUDGET

### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT TOTAL

#### FISCAL YEAR 2025/2026 October 1, 2025 - September 30, 2026

REVENUES		TOTAL
GENERAL FUND ON ROLL ASSESSMENT		547,280
GENERAL FUND DIRECT BILL ASSESSMENT - LENNAR		0
DEBT ON ROLL ASSESSMENT		3,199,449
DEBT DIRECT BILL ASSESSMENT - LENNAR OTHER INCOME / CARRYOVER BALANCE		17,000
		17,000
Total Revenues	\$	3,763,729
EXPENDITURES		
PAYROLL TAX EXPENSE		880
SUPERVISOR FEES		11,000
ENGINEERING		50,000
MANAGEMENT		42,084
LEGAL		19,000
ASSESSMENT ROLL		5,000
ANNUAL AUDIT		5,450
ARBITRAGE REBATE FEE		1,000
INSURANCE		13,000
LEGAL ADVERTISING		5,250
MISCELLANEOUS		3,200
POSTAGE		1,125
OFFICE SUPPLIES		2,275
DUES & SUBSCRIPTIONS		175
TRUSTEE FEES		22,500
CONTINUING DISCLOSURE FEE		3,000
AMORTIZATION SCHEDULES		500
WEBSITE REPAIRS		2,000
PROFESSIONAL FEE & PERMITS		1,250
TREELINE PRESEVE MAINT - EXOTICS DRI TRAFFIC MONITORING		6,000
ENVIROMENTAL CONSULTING - PASSARELLA		5,000
PANTHER MITIGATION MAINT - EXOTICS		23,000 80,000
STREET LIGHTING - UTILITY & MAINT		0,000
CAPITAL OUTLAY - SMALL		1,000
COUNTY APPRAISER & TAX COLLECTOR FEE		10,000
FLOWWAY MAINT		4,600
MITIGATION MONITORING - (PARCEL C ONLY)		7 000
PRESERVE MAINT - (PARCEL C ONLY)		7,000
LAKE MAINT - (SOMERSET ONLY)		47,100
LAKE BANK EROSION MAINT - (SOMERSET ONLY)		47,000
PRESERVE MAINT - (SOMERSET ONLY)		37,000
INSPECTOR - (SOMERSET ONLY)		25,500
STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)		40,000
LAKE BANK INSPECTION - (SOMERSET ONLY)		7,500
LAKE BANK INSPECTION - (BRIDGETOWN ONLY)		6,500
STORMWATER DRAINS INS - (BRIDGETOWN ONLY)		6,500
Total Expenditures		542,389
EXCESS / (SHORTFALL)	\$	3,221,340
		•
DEBT PAYMENTS (2014)		(543,245)
DEBT PAYMENTS (2018)		(2,528,226)
MISCELLANEOUS DEBT EXPENSE		0
BALANCE	\$	149,869
DISCOUNTS FOR EARLY PAYMENTS		(149,869)
NET EVCESS / (SHOPTEALL)	<b>_</b>	
NET EXCESS / (SHORTFALL)	Ψ	-

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#### **PROPOSED BUDGET**

### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT DETAILED TOTAL

#### FISCAL YEAR 2025/2026 October 1, 2025 - September 30, 2026

October 1	, 2025 - Se	ptember 30,	, 2026	

	GENI	ERAL FUND	DEBT - SERIES 2014		DEBT - SERIES 2018					
			Α-	1 & A-2		В		A-1 & A-2		TOTAL
REVENUES	_									
GENERAL FUND ON ROLL ASSESSMENT		547,280		0		0		0		547,280
GENERAL FUND DIRECT BILL ASSESSMENT - H-2 - last time		0		0		0		0		0
DEBT ON ROLL ASSESSMENT		0		565,880		0		2,633,569		3,199,449
DEBT DIRECT BILL ASSESSMENT		0		0		0		0		0
OTHER INCOME / CARRYOVER BALANCE		17,000		0		0		0		17,000
Total Revenues	\$	564,280	\$	565,880	\$		\$	2,633,569	\$	3,763,729
EXPENDITURES	_									
PAYROLL TAX EXPENSE		880		0		0		0		880
SUPERVISOR FEES		11,000		0		0		0		11,000
ENGINEERING		50,000		0		0		0		50,000
MANAGEMENT		42,084		0		0		0		42,084
LEGAL		19,000		0		0		0		19,000
ASSESSMENT ROLL		5,000		0		0		0		5,000
ANNUAL AUDIT		5,450		0		0		0		5,450
ARBITRAGE REBATE FEE		1,000		0		0		0		1,000
INSURANCE		13,000		0		0		0		13,000
LEGAL ADVERTISING		5,250		0		0		0		5,250
MISCELLANEOUS		3,200		0		0		0		3,200
POSTAGE		1,125		0		0		0		1,125
OFFICE SUPPLIES		2,275		0		0		0		2,275
DUES & SUBSCRIPTIONS		175		0		0		0		175
TRUSTEE FEES		22,500		0		0		0		22,500
CONTINUING DISCLOSURE FEE		3,000		0		0		0		3,000
AMORTIZATION SCHEDULES		500		0		0		0		500
WEBSITE		2,000		0		0		0		2,000
PROFESSIONAL FEE & PERMITS		1,250		0		0		0		1,250
TREELINE PRESEVE MAINT - EXOTICS		6,000		0		0		0		6,000
				0		0		0		
DRI TRAFFIC MONITORING		5,000								5,000
ENVIROMENTAL CONSULTING - PASSARELLA		23,000		0		0		0		23,000
PANTHER MITIGATION MAINT - EXOTICS		80,000		0		0		0		80,000
STREET LIGHTING - UTILITY & MAINT		0		0		0		0		0
CAPITAL OUTLAY - SMALL		1,000		0		0		0		1,000
COUNTY APPRAISER & TAX COLLECTOR FEE		10,000		0		0		0		10,000
FLOWWAY MAINT		4,600		0		0		0		4,600
MITIGATION MONITORING - (PARCEL C ONLY) PRESERVE MAINT - (PARCEL C ONLY)		0 7,000		0		0		0		7,000
,										
LAKE MAINT - (SOMERSET ONLY)		47,100 47,000		0		0		0		47,100
LAKE BANK EROSION MAINT - (SOMERSET ONLY)		47,000								47,000
PRESERVE MAINT - (SOMERSET ONLY)		37,000		0		0		0		37,000
INSPECTOR - (SOMERSET ONLY)		25,500		0		0		0		25,500
STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY) LAKE BANK INSPECTION - (SOMERSET ONLY)		40,000 7,500		0		0		0		40,000 7,500
LAKE BANK INSPECTION - (BRIDGETOWN ONLY)		6,500								6,500
STORMWATER DRAINS INS - (BRIDGETOWN ONLY)		6,500		0		0		0		6,500
Total Expenditures	\$	542,389	\$	-	\$		\$	-	\$	542,389
EXCESS / (SHORTFALL)	\$	21,891	\$	565,880	\$		\$	2,633,569	\$	3,221,340
DEDT DAVMENTO (0044)	-			540.045\						(5.40, 0.45)
DEBT PAYMENTS (2014)		0	(:	543,245)		0		(2.520.226)		(543,245)
DEBT PAYMENTS (2018) MISCELLANEOUS DEBT EXPENSE		0		0		0 0		(2,528,226) 0		(2,528,226)
BALANCE	\$	21,891	\$	22,635	\$		\$	105,343	\$	149,869
DISCOUNTS FOR EARLY PAYMENTS		(21,891)		(22,635)		-		(105,343)		(149,869)
NET EXCESS / (SHORTFALL)	\$		•		\$		\$		\$	
HET EXCEOUT (OHORTT ALL)	Ψ		Ψ	-	Ψ		Ψ		Ψ	

### BUDGET COMPARISON ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

			FISCAL YEAR		FISCAL YEAR	F	ISCAL YEAR		
			2023/2024		2024/2025		2025/2026		
			ACTUAL *		ANNUAL BUDGET	AN	NUAL BUDGET		LARGE VARIANCE EXPLANATION
	REVENUES	t		ļ					
1	CENEDAL ELIND ON DOLL ASSESSMENT		548,846		538,773		547,280		
1 2	GENERAL FUND ON ROLL ASSESSMENT GENERAL FUND DIRECT BILL ASSESSMENT	+	0	$^{+}$	0	1	347,200 0		
3	DEBT ON ROLL ASSESSMENT	T	3,252,397	T	3,252,284		3,199,449		
4	DEBT DIRECT BILL ASSESSMENT		0	1	0		0		
5	DEBT PREPAYMENTS / MISCELLANEOUS PAYMENTS	1	0	1	0		0		
6	GENERAL FUND INTEREST INCOME/MISC INCOME	4	0	+	0	-	0		Carryover Funds Being Used To Reduce
7	GENERAL FUND OTHER REVENUES/CARRYOVER BALANCE	-	0	1	18,000		17,000		Assessments
	Total Revenues	İ	\$ 3,801,243	I	\$ 3,809,057	\$	3,763,729		
	EXPENDITURES								
8	PAYROLL TAX EXPENSE		749	Ť	880		880		
9	SUPERVISOR FEES		9,800		11,000		11,000		
10	ENGINEERING	1	7,621	$\downarrow$	50,000		50,000		
11	MANAGEMENT	4	39,720	4	39,720		42,084		Annual CPI increase in contract
12	LEGAL ASSESSMENT POLICE	+	10,582 5,000	+	22,000 5,000	-	19,000	_	24/25 Expenditure Through Dec 24 Was \$2,856
13 14	ASSESSMENT ROLL ANNUAL AUDIT	+	5,000	+	5,350	-	5,000 5,450	_	Estimated Amount For 2024/2025 Audit
15	ARBITRAGE REBATE FEE	+	1,000	$^{+}$	2,000	1	1,000		Estimated Amount 1 of 2024/2023 Addit
16	INSURANCE	$\dagger$	12,371	†	12,000		13,000		23/24 Expenditure Was \$12,466
17	LEGAL ADVERTISING	1	3,132	†	5,500		5,250		
18	MISCELLANEOUS		2,772	1	3,300		3,200		
19	POSTAGE		624		1,150		1,125		
20	OFFICE SUPPLIES	_	800	1	2,300		2,275		
21	DUES & SUBSCRIPTIONS	4	175	+	175	-	175		
22	TRUSTEE FEES	+	12,739 3,000	+	30,000 4,000		22,500 3.000	_	
23 24	CONTINUING DISCLOSURE FEE AMORTIZATION SCHEDULES	+	300	+	500	<del> </del>	500	_	
25	WEBSITE WEBSITE	$\dagger$	2,000	†	2,000	+	2,000	_	
26	PROFESSIONAL FEE & PERMITS	T	0	†	1,250		1,250		
27	TREELINE PRESEVE MAINT - EXOTICS	T	6,000	1	6,000		6,000		
28	DRI TRAFFIC MONITORING		0		10,000		5,000		Expenditure Occurs Every Two Years
29	ENVIROMENTAL CONSULTING - PASSARELLA		23,351		22,000		23,000		
30	PANTHER MITIGATION MAINT - EXOTICS	4	80,000	4	80,000		80,000		
31	STREET LIGHTING - UTILITY & MAINT	4	79,792	+	10,000	-	0		
32	CAPITAL OUTLAY - SMALL	+	10,210	+	1,000 10.000		1,000 10.000	_	
33 34	COUNTY APPRAISER & TAX COLLECTOR FEE FLOWWAY MAINT	+	10,210	+	4,600		4,600	_	
35	MISCELLANEOUS MAINTENANCE	$\dagger$	0	†	0		0		
		#	0	#	0		0	=	
36 37	MITIGATION MONITORING - (PARCEL C ONLY)  PRESERVE MAINT - (PARCEL C ONLY)	+	7,000	+	7,000	-	7,000		Under \$10,000 last 3 years
31	ì	+		#	<i>'</i>		, and the second		Officer \$10,000 last 5 years
38	LAKE MAINT - AQAUTIC CONTROL - (SOMERSET ONLY)	4	47,450	4	46,100	1	47,100		
39	LAKE BANK EROSION MAINT - (SOMERSET ONLY)	+	55,444 46,250	+	45,000 35,000	+	47,000 37,000	_	
40 41	PRESERVE MAINT - (SOMERSET ONLY) FIELD INSPECTOR - (SOMERSET ONLY)	+	23,759	+	25,500	+	25,500	_	
42	STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY)	+	23,739	$\dagger$	20,000	t	40,000	-	
43	LAKE BANK INSPECTION - (SOMERSET ONLY)	T	5,402	1	6,500		7,500		
44	LAKE BANK INSPECTION - (BRIDGETOWN ONLY)	Ŧ	6,359	7	6,500		6,500	_	
45	STORMWATER DRAINS INS - (BRIDGETOWN ONLY)	$\dagger$	0,000	†	2,500	+	6,500	_	
	(	Ŧ		#	<i>'</i>				
	Total Expenditures	+	508,752	+	535,825		542,389		
	EXCESS / (SHORTFALL)		\$ 3,292,491	1	\$ 3,273,232	\$	3,221,340		
46	DEBT PAYMENTS (2014)	⇈	(593,764)	Ţ	(593,966)	L	(543,245)	L	
47	DEBT PAYMENTS (2018)	I	(2,527,497)	I	(2,528,226)		(2,528,226)		
48	MISCELLANEOUS DEBT EXPENSE	$\downarrow$	0	$\int$	-	ļ	-		
	BALANCE	1	\$ 171,230	1	\$ 151,040	\$	149,869		
49	DISCOUNTS FOR EARLY PAYMENTS		(141,142)	1	(151,642)		(149,869)		Higher assessments on roll results in higher discount potential
	NET EXCESS / (SHORTFALL)	1	\$ 30,088		\$ (602)	\$	-		

\* Un-audited figures

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#### **PROPOSED BUDGET**

### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND FISCAL YEAR 2025/2026

October 1, 2025 - September 30, 2026

	SCAL YEAR 2024/2025 IUAL BUDGET	20	CAL YEAR 025/2026 AL BUDGET
REVENUES			
ON ROLL ASSESSMENTS	527,357		547,280
DIRECT BILL ASSESSMENTS - WCI	027,007		0
INTEREST INCOME	0		0
OTHER INCOME / CARRYOVER BALANCE	15,000		17,000
Total Revenues	\$ 542,357	\$	564,280
EXPENDITURES			
PAYROLL TAX EXPENSE	880		880
SUPERVISOR FEES	11,000		11,000
ENGINEERING	50,000		50,000
MANAGEMENT LEGAL	40,908 20,000		42,084 19,000
ASSESSMENT ROLL	5,000		5,000
ANNUAL AUDIT	5,350		5,450
ARBITRAGE REBATE FEE	1,000		1,000
INSURANCE	13,000		13,000
LEGAL ADVERTISING	5,250		5,250
MISCELLANEOUS	3,300		3,200
POSTAGE	1,150		1,125
OFFICE SUPPLIES	2,300		2,275
DUES & SUBSCRIPTIONS	175		175
TRUSTEE FEES	27,500		22,500
CONTINUING DISCLOSURE FEE	3,000		3,000
AMORTIZATION SCHEDULES	500		500
WEBSITE	2,000		2,000
PROFESSIONAL FEE & PERMITS	1,250		1,250
TREELINE PRESEVE MAINT - EXOTICS	6,000		6,000
DRI TRAFFIC MONITORING	5,000		5,000
ENVIROMENTAL CONSULTING - PASSARELLA	22,000		23,000
PANTHER MITIGATION MAINT - EXOTICS	80,000		80,000
STREET LIGHTING - UTILITY & MAINT	1,000		1 000
CAPITAL OUTLAY - SMALL COUNTY APPRAISER & TAX COLLECTOR FEE	1,000 10,000		1,000 10,000
FLOWWAY MAINT	4,600		4,600
MITIGATION MONITORING - (PARCEL C ONLY)	0		0
PRESERVE MAINT - (PARCEL C ONLY)	7,000		7,000
LAKE MAINT - AQAUTIC CONTROL - (SOMERSET ONLY)	46,100		47,100
LAKE BANK EROSION MAINT - (SOMERSET ONLY)	45,000		47,000
PRESERVE MAINT - (SOMERSET ONLY)	35,000		37,000
FIELD INSPECTOR - (SOMERSET ONLY)	25,500		25,500
STORMWATER DRAINS INS & MAINT - (SOMERSET ONLY) LAKE BANK INSPECTION - (SOMERSET ONLY)	20,000 7,500		40,000 7,500
LAKE BANK INSPECTION - (BRIDGETOWN ONLY)	6,500		6,500
STORMWATER DRAINS INS - (BRIDGETOWN ONLY)	6,500		6,500
Total Expenditures	\$ 521,263	\$	542,389
EXCESS / (SHORTFALL)	\$ 21,094	\$	21,891
<u> </u>	 (21,094)		
DISCOUNTS FOR EARLY PAYMENTS	 (21,094)		(21,891)
NET EXCESS / (SHORTFALL)	\$ -	\$	-

Approximate Fund Balance as of 9-30-2024 = 420,000.00

#### PROPOSED BUDGET

#### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT 2014 DEBT SERVICE FUND

FISCAL YEAR 2025/2026 October 1, 2025 - September 30, 2026

		FISCAL YEAR 2025/20265				AL YEAR 5/20265
		ANNUAL BUDGET				5/20265 L BUDGET
	_					
Net On Pell Assessments		492,885	REVENUES			E0.36
Net On Roll Assessments		,	Net On Roll Assessments			50,36
Direct Bill Assessments  Total Revenues		9 \$ 492,885	Direct Bill Assessments  Total Revenues	_	\$	50,360
Total Nevenues		432,000	Total Revenues	<del></del>	Ψ	30,300
EXPENDITURES			EXPENDITURES			
Principal Payments		240,000	Principal Payments			20,00
Interest Payments		252,885	Interest Payments			30,36
Miscellaneous		0	Miscellaneous			
Total Expenditures		\$ 492,885	Total Expenditures	<u>—</u>	\$	50,360
Excess / (Shortfall)		\$ -	Excess / (Shortfall)		\$	
		<del>-</del>			-	
			*Note: Excess goes to increase bond f	und balance		
Series 2014 A- Initial Par Amount =	1 Bond Information \$4,939,888	1	Series 2014 A	-2 Bond Informat \$1,041,652	ion	
Maturity Par Amount =	\$5,430,000		Maturity Par Amount =	\$1,145,000		
Interest Rate = Issue Date =	6.90% Dec 2014		Interest Rate = Issue Date =	6.90% Dec 2014		
Maturity Date = Annual Principal Payments Due =	May 2036 May 1st		Maturity Date = Annual Principal Payments Due =	May 2036 Nov 1st		
Annual Interest Payments Due = Par Amount As Of 1/1/25 =	May 1st & Nov 1st		Annual Interest Payments Due =	May 1st & Nov 1st		
I al Alliount As Of 1/1/25 =	\$4,005,000					
20	)14 B	FISCAL YEAR	Par Amount As Of 1/1/25 =	\$470,000		
20	114 B	FISCAL YEAR 2025/20265 ANNUAL BUDGET	1 4 7 11 10 41 17 17 20	\$41.0,000		
	114 B -	2025/20265	1 d. 7 d. 6 d. 7 7 7 2 6	\$41.0,000		
REVENUES	114 B	2025/20265 ANNUAL BUDGET	1 d. 7 d. 6 d. 7 7 7 2 6	\$41.0,000		
<b>REVENUES</b> Net On Roll Assessments	114 B	2025/20265 ANNUAL BUDGET	1 d. 7 d. 6 d. 7 7 7 2 6	\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar	-	2025/20265 ANNUAL BUDGET  0 0	1 d. 7 d. 6 d. 7 7 7 2 6	\$41.0,000		
REVENUES Net On Roll Assessments Direct Bill Assessments - Lennar	-	2025/20265 ANNUAL BUDGET	1 d. 7 d. 6 d. 7 7 7 2 6	\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues	-	2025/20265 ANNUAL BUDGET  0 0	1 d. 7 d. 6 d. 7 7 7 2 6	\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES	-	2025/20265 ANNUAL BUDGET  0 0		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments	-	2025/20265 ANNUAL BUDGET  0 0 5		\$41.0,000		
	-	2025/20265 ANNUAL BUDGET  0 0 5 -		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments  Interest Payments  Miscellaneous	- - - -	2025/20265 ANNUAL BUDGET  0 0 5 - 0 0		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments  Interest Payments  Miscellaneous  Total Expenditures	-    	2025/20265 ANNUAL BUDGET  0 0 0 \$ . 0 0 \$ .		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments  Interest Payments  Miscellaneous  Total Expenditures	-    	2025/20265 ANNUAL BUDGET  0 0 5 - 0 0 0 0		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments  Interest Payments  Miscellaneous  Total Expenditures  Excess / (Shortfall)	- - - - - - - -	2025/20265 ANNUAL BUDGET  0 0 0 \$ . 0 0 \$ .		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments  Interest Payments  Miscellaneous  Total Expenditures  Excess / (Shortfall)  Series 2014B Bond Was Paid In Full On Series 2014 B		2025/20265 ANNUAL BUDGET  0 0 0 \$ - 0 0 \$		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments Interest Payments Miscellaneous  Total Expenditures  Excess / (Shortfall)  Series 2014B Bond Was Paid In Full On Series 2014 B  Initial Par Amount =	n 5/2/22  Bod Information \$9,097,400 \$10,000,000	2025/20265 ANNUAL BUDGET  0 0 0 \$ - 0 0 \$		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments  Interest Payments  Miscellaneous  Total Expenditures  Excess / (Shortfall)  Series 2014B Bond Was Paid In Full On Series 2014 B Initial Par Amount = Maturity Par Amount = Interest Rate =		2025/20265 ANNUAL BUDGET  0 0 0 \$ - 0 0 \$		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments Interest Payments Miscellaneous  Total Expenditures  Excess / (Shortfall)  Series 2014B Bond Was Paid In Full On Series 2014 B Initial Par Amount = Maturity Par Amount = Interest Rate = Issue Date = Issue Date = Issue Date = Issue Maturity Date = Issue Date = Issu	5/2/22  Bond Information \$9,097,400 \$10,000,000 6.90% Dec 2014 May 2025	2025/20265 ANNUAL BUDGET  0 0 0 \$ - 0 0 \$		\$41.0,000		
REVENUES  Net On Roll Assessments  Direct Bill Assessments - Lennar  Total Revenues  EXPENDITURES  Principal Payments  Interest Payments  Miscellaneous  Total Expenditures  Excess / (Shortfall)  Series 2014B Bond Was Paid In Full Or  Series 2014 B  Initial Par Amount =  Maturity Par Amount =  Interest Rate =  Insue Date =		2025/20265 ANNUAL BUDGET  0 0 0 \$ - 0 0 \$		\$41.0,000		

## PROPOSED BUDGET ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT 2018 DEBT SERVICE FUND

#### FISCAL YEAR 2025/2026 October 1, 2025 - September 30, 2026

#### 2018 A-1 & A-2

Original Par Amount =  Average Interest Rate =  Maturity Date =  Annual Principal Payments Due =  Annual Interest Payments Due =  Par Amount As Of 1-1-25 =	A-1 Bond Information  \$24,465,000 3.02% May 2036 May 1st May 1st & November 1st \$17,570,000  A-2 Bond Information  \$8,740,000
Average Interest Rate = Maturity Date = Annual Principal Payments Due = Annual Interest Payments Due = Par Amount As Of 1-1-25 =  Series 2018	3.02% May 2036 May 1st May 1st & November 1st \$17,570,000  A-2 Bond Information
Maturity Date = Annual Principal Payments Due = Annual Interest Payments Due = Par Amount As Of 1-1-25 =  Series 2018	May 2036 May 1st May 1st & November 1st \$17,570,000  A-2 Bond Information
Annual Interest Payments Due = Par Amount As Of 1-1-25 = Series 2018	May 1st & November 1st \$17,570,000 A-2 Bond Information
Par Amount As Of 1-1-25 =  Series 2018	\$17,570,000  A-2 Bond Information
Series 2018	A-2 Bond Information
Original Par Amount =	\$8,740,000
Original Par Amount =	\$8,740,000
Average Interest Rate =	4.65%
Maturity Date =	May 2036
Annual Principal Payments Due =	May 1st
Annual Interest Payments Due =	May 1st & November 1st
Par Amount As Of 1-1-25 =	\$6,060,000
} -	Annual Interest Payments Due =

# Arborwood Community Development District Assessment Recap - Parcel A Marina Bay & Botanica Lakes

Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

#### PARCEL A - MARINA BAY & BOTANICA LAKES

	PRODUCT	TOTAL	TOTAL GROSS	TOTAL GROSS	TOTAL GROSS
PARCEL	TYPE	UNITS	0&M	DEBT	ASSESSMENTS
A	Villa / Townhome	240	13,541.21	71,280.00	84,821.21
Α	40' SF	365	20,593.92	136,145.00	156,738.92
Α	40' SF - PO	2	112.84	0.00	112.84
Α	45' SF	269	15,177.44	104,910.00	120,087.44
Α	45' SF / Villa *	6	338.53	2,340.00	2,678.53
Α	45' SF - PO	1	56.42	0.00	56.42
Α	52' SF	564	31,821.84	232,932.00	264,753.84
Α	52' SF - PO	1	56.42	0.00	56.42
Α	62' SF	33	1,861.92	14,949.00	16,810.92
Total		1,481	83,560.53	562,556.00	646,116.53

ON R	OLL GROSS
PER L	INIT TOTAL
\$	353.42
\$	429.42
\$	56.42
\$	446.42
\$	446.42
\$	56.42
\$	469.42
\$	56.42
\$	509.42

#### MARINA BAY

	PRODUCT	UNITS	O&M GROSS	DEBT GROSS	TOTAL GROSS
PARCEL	TYPE				
Α	Villa / Townhome	240	13,541.21	71,280.00	84,821.21
Α	40' SF	0	0.00	0.00	0.00
Α	40' SF - PO	0	0.00	0.00	0.00
Α	45' SF	269	15,177.44	104,910.00	120,087.44
Α	45' SF / Villa *	6	338.53	2,340.00	2,678.53
Α	45' SF - PO	1	56.42	0.00	56.42
Α	52' SF	247	13,936.16	102,011.00	115,947.16
Α	52' SF - PO	0	0.00	0.00	0.00
Α	62' SF	33	1,861.92	14,949.00	16,810.92
Total		796	44,911.67	295,490.00	340,401.67

#### **BOTANICA LAKES**

	PRODUCT	UNITS	O&M GROSS	DEBT GROSS	TOTAL GROSS
PARCEL	TYPE				
Α	Villa / Townhome	0	0.00	0.00	0.00
Α	40' SF	365	20,593.92	136,145.00	156,738.92
Α	40' SF - PO	2	112.84	0.00	112.84
Α	45' SF	0	0.00	0.00	0.00
Α	45' SF - PO	0	0.00	0.00	0.00
Α	52' SF	317	17,885.68	130,921.00	148,806.68
Α	52' SF - PO	1	56.42	0.00	56.42
Α	62' SF	0	0.00	0.00	0.00
Total		685	38,648.86	267,066.00	305,714.86

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

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<sup>\*</sup> The District's methodology allocates assessments based on the size of the lot, not the structure constructed on the lot size. As a result, even though the dwellings constructed on these six lots are Villas, the lots are 45' lots and are allocated assessments based on the lot.

# Arborwood Community Development District Assessment Recap - Parcels B & D/E Bridgetown & Somerset

### Fiscal Year 2025/2026

October 1, 2025 - September 30, 2026

#### PARCELS B & D/E - BRIDGETOWN & SOMERSET

#### BRIDGETOWN

BRIDGE	BRIDGETOWN						
	PRODUCT	UNITS	O&M GROSS	DEBT GROSS	TOTAL GROSS		
PARCEL	TYPE				ASSESSMENT		
В	MF - (2)	66	6,254.57	84,216.00	90,470.57		
В	MF - (3)	36	3,411.58	36,180.00	39,591.58		
В	SF 42' - (1)	185	17,531.75	90,280.00	107,811.75		
В	SF 42' - (3)	39	3,695.88	39,195.00	42,890.88		
В	SF 42' - (5)	1	94.77	0.00	94.77		
В	SF 55' - (1)	230	21,796.23	150,420.00	172,216.23		
В	SF 55' - (2)	0	0.00	0.00	0.00		
В	SF 55' - (3)	71	6,728.40	71,284.00	78,012.40		
В	SF 55' - (5)	2	189.53	0.00	189.53		
В	SF 67' - (1)	130	12,319.61	103,480.00	115,799.61		
В	SF 67' - (2)	38	3,601.12	48,488.00	52,089.12		
В	SF 67' - (3)	90	8,528.96	90,360.00	98,888.96		
В	SF 67' - (4)	33	3,127.29	47,784.00	50,911.29		
В	SF 75' - (1)	0	0.00	0.00	0.00		
В	SF 75' - (2)	34	3,222.05	49,164.00	52,386.05		
В	SF 75' - (3)	3	284.30	3,522.00	3,806.30		
В	SF 75' - (4)	27	2,558.69	41,364.00	43,922.69		
Total		985	93,345	855,737	949,082		

	GROSS
PER	UNIT TOTAL
\$	1,370.77
\$	1,099.77
\$	582.77
\$	1,099.77
\$	94.77
\$	748.77
\$	-
\$	1,098.77
\$	94.77
\$	890.77
\$	1,370.77
\$	1,098.77
\$	1,542.77
\$	-
\$	1,540.77
\$	1,268.77
\$	1,626.77

#### **SOMERSET**

	PRODUCT	UNITS	O&M GROSS	DEBT GROSS	TOTAL GROSS
PARCEL	TYPE				ASSESSMENT
D/E	MF - (1)	43	11,044.57	21,414.00	32,458.57
D/E	MF - (2)	123	31,592.61	156,948.00	188,540.61
D/E	MF - (3)	27	6,934.96	27,135.00	34,069.96
D/E	MF - (4)	27	6,934.96	39,096.00	46,030.96
D/E	SF 55' - (1)	78	20,034.34	51,012.00	71,046.34
D/E	SF 55' - (2)	126	32,363.16	160,776.00	193,139.16
D/E	SF 55' - (3)	46	11,815.12	46,184.00	57,999.12
D/E	SF 67' - (1)	96	24,657.65	76,416.00	101,073.65
D/E	SF 67' - (2)	101	25,941.90	128,876.00	154,817.90
D/E	SF 67' - (3)	53	13,613.08	53,212.00	66,825.08
D/E	SF 67' - (4)	30	7,705.52	43,440.00	51,145.52
D/E	SF 67' - (5)	3	770.55	0.00	770.55
D/E	SF 75' - (1)	57	14,640.48	50,673.00	65,313.48
D/E	SF 75' - (2)	77	19,777.49	111,342.00	131,119.49
D/E	SF 75' - (3)	27	6,934.96	31,698.00	38,632.96
D/E	SF 75' - (4)	39	10,017.17	59,748.00	69,765.17
D/E	SF 75' - (5)	1	256.85	0.00	256.85
Total		954	245,035	1,057,970	1,303,005

G	ROSS
PER U	NIT TOTAL
\$	754.85
\$	1,532.85
\$	1,261.85
\$	1,704.85
\$	910.85
\$	1,532.85
\$	1,260.85
\$	1,052.85
\$	1,532.85
\$	1,260.85
\$	1,704.85
\$	256.85
\$	1,145.85
\$	1,702.85
\$	1,430.85
\$	1,788.85
\$	256.85

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<sup>(1)</sup> Full 2005A-2 Assessments and Paid Off 2006A-3 Assessments

<sup>(2)</sup> Full 2005A-2 Assessments and Full 2006A-3 Assessments

<sup>(3)</sup> Full 2005A-2 Assessments and Partial Buydown 2006A-3 Assessments

<sup>(4)</sup> Full 2005A-2 Assessments, Full 2006A-3 Assessments and Full 2006A-2 Assessments

<sup>(5)</sup> All Bonds Paid Off - Still Pay O&M

## **Arborwood Community Development District Assessment Recap - Lennar Parcel**

Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

#### LENNAR PARCEL

	PRODUCT	TOTAL	ON ROLL	DIRECT BILL
PARCEL	TYPE	UNITS	UNITS	UNITS
С	6 - plex	120	120	0
С	4 - plex	164	164	0
С	46' SF	62	62	0
С	52' SF	219	219	0
С	67' SF	129	129	0
Total		694	694	0

#### WCI ON ROLL

	PRODUCT	ON ROLL	O&M GROSS	SERIES 2014 GROSS ON ROLL
PARCEL	TYPE	UNITS	ON ROLL	A-1 & A-2 (Combined)
С	6 - plex	120	8,465.79	79,394.70
С	4 - plex	164	11,569.92	108,506.09
С	46' SF	62	4,373.99	50,983.36
С	52' SF	219	15,450.07	190,436.93
С	67' SF	129	9,100.73	136,559.13
Total		694	48,961	565,880

ON ROLL GROSS				
PER UNIT TOTAL				
\$ 732.17				
\$	732.17			
\$	892.86			
\$	940.13			
\$	1,129.15			

#### WCI HOMES DIRECT BILL

	PRODUCT	DIRECT BILL	O&M NET		SERIES 2014 NET DIRECT BILL
PARCEL	TYPE	UNITS	DIRECT BILL		A-1 & A-2 (Combined)
С	6 - plex	·	0	0.00	0.00
С	4 - plex		0	0.00	0.00
С	46' SF		0	0.00	0.00
С	52' SF		0	0.00	0.00
С	67' SF		0	0.00	0.00
Total			0	0	0

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### **Arborwood Community Development District Assessment Recap - Other Parcels**

Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

#### OTHER PARCELS

PARCEL	PRODUCT TYPE	TOTAL UNITS / ACRES	ON ROLL UNITS	DIRECT BILL UNITS
D/E G H-1 H-2	Golf Course Neighborhood Retail Retail/ Commercial RE Office	116 21 11 2	116 21 11 0	0 0 0 2
Total		151	148	2

#### OTHER ON ROLL

	PRODUCT	ON ROLL	O&M GROSS	2018 GROSS	TOTAL GROSS
PARCEL	TYPE	UNITS	ON ROLL	ON ROLL	ON ROLL
D/E	Golf Course	116	70,111.07	123,556.00	193,667.07
G	Neighborhood Retail	21	3,921.05	21,850.00	25,771.05
H-1	Retail/ Commercial	11	2,346.94	11,900.00	14,246.94
H-2	RE Office	0	0.00	0.00	0.00
Total		148	76,379	157,306	233,685

ON ROLL GROSS TOTAL					
\$ \$ \$ \$	193,667.07 25,771.05 14,246.94 -				

remove in 24 - debt pre paid and land sold to fire station

#### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT ANNUAL ASSESSMENT METHODOLOGY - GENERAL FUND O&M FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

#### Total Shared O&M Expenditures

\$ 301,289.00 A

Allocation of Expenditures and Assessment Per Unit

			Al	location Per Parcel b	ased on Gross Acreage				Assessment Per Unit	
		В	C Preserve and Lake	D = B-C	E	F = A*D Allocation of	G = E/96% Total Expenditures	н	I = F/H	J = I/96% Gross Assmt per
Tract	Parcel	Gross Acreage	Acerage	Net Acerage	% of Total Acreage	Expenditures	Grossed up (on Roll)	Projected Units	Net Assmt per Unit	Unit (If On Roll)
1	А	560.38	207.90	352.48	26.62% \$	80,218	\$ 83,561	1,481	\$ 54.16	\$ 56.42
2	В	669.06	332.43	336.63	25.43% \$	76,611	\$ 79,803	985	\$ 77.78	\$ 81.02
2	D/E	817.73	481.41	336.32	25.40% \$	76,540	\$ 79,730	954	\$ 80.23	\$ 83.57
2	С	259.16	83.39	175.77	13.28% \$	40,002	\$ 41,669	694	\$ 57.64	\$ 60.04
Total Residentia	al Land Uses	2,306.33	1,105.13	1,201.20	90.73% \$	273,372	\$ 284,762	4,114		
2	Golf Course (part of Tract 2 Parcel D/E)	116.23	20.00	96.23	7.27% \$	21,900	22,812.73			
3	Neighborhood Retail-G	21.06	4.52	16.54	1.25% \$	3,764	3,921.05			
4	Retail/ Commercial H-1	11.19	1.29	9.90	0.75% \$	2,253	2,346.94			
5	RE Off-H-2/ Fire Station	-	-	-	0.00% \$	-	-	remove in 24 - debt	t pre paid and land sold	to fire station
Total Non-Resid	dential Land Uses	148.48	25.81	122.67	9.27% \$	27,917	\$ 29,081			
Grand Total (Gr	oss)	2,454.81	1,130.94	1,323.87	100.00% \$	301,289	\$ 313,843			

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

#### \$ 204,100.00

		P	reserve and Lake			Allocation of	Total Expenditures			Gross Assmt per
Tract	Parcel	Gross Acreage	Acerage	Net Acerage	% of Total Acreage	Expenditures	Grossed up (on Roll)	Projected Units	Net Assmt per Unit	Unit (If On Roll)
2	D/E	817.73	481.41	336.32	77.75% \$	158,694	\$ 165,306	954	\$ 166.35	\$ 173.28
2	Golf Course (part of Tract 2 Parcel D/E)	116.23	20.00	96.23	22.25% \$	45,406	\$ 47,298			
Totals		933.96	501.41	432.55	100.00% \$	204,100	\$ 212,604			

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

\$ 7,000.00

		P	reserve and Lake			Allocation of	Total Expenditures			Gross Assmt per
Tract	Parcel	Gross Acreage	Acerage	Net Acerage	% of Total Acreage	Expenditures	Grossed up (on Roll)	<b>Projected Units</b>	Net Assmt per Unit	Unit (If On Roll)
2	С	259.16	83.39	175.77	100.00% \$	7,000	\$ 7,292	694	\$ 10.09	\$ 10.51

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

\$ 13,000.00

	Preserve and Lake				Allocation of	Total Expenditures			Gross Assmt per	
Tract	Parcel	Gross Acreage	Acerage	Net Acerage	% of Total Acreage	Expenditures	Grossed up (on Roll)	Projected Units	Net Assmt per Unit	Unit (If On Roll)
2	В	669.06	332.43	336.63	100.00% \$	13,000	\$ 13,542	985	\$ 13.20	\$ 13.75

#### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT ANNUAL ASSESSMENT METHODOLOGY - 2014 BOND DEBT SERVICE FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

Net 2014 A1 & A2 Principal & Interest			*
Payment Due:	Net Total MADs	% Difference	
\$ 543.245.00	\$ 598,173.89	90.817%	

	Planned	Platted Units ON	Per Unit ERU Multiplied by Net Due Grossed up = Assmt/Plttd.	1	Assessments	
Parcel - Product Type	Units	Roll	Unit		Platted	OFF Roll
PARCEL C - 6 - Plex	120	120	\$ 661.62	\$	79,394.70	\$ -
PARCEL C - 4 - Plex	164	164	\$ 661.62	\$	108,506.09	\$ -
PARCEL C - 46' Single Family	62	62	\$ 822.31	\$	50,983.36	\$ -
PARCEL C - 52' Single Family	219	219	\$ 869.58	\$	190,436.93	\$ -
PARCEL C - 67' Single Family	129	129	\$ 1,058.60	\$	136,559.13	\$ -
Grand Total	694	694		\$	565,880.21	\$ -

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

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

## ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT ANNUAL ASSESSMENT METHODOLOGY - 2018 BOND DEBT SERVICE FISCAL YEAR 2025/2026 OCTOBER 1, 2025 - SEPTEMBER 30, 2026

Gross MADs when all platted	
	\$2,633,569

Parcel - Product Type	Planned Units	Platted Units ON Roll	Gross Annual M.A.D	Total Assessments Platted	OFF Roll Net	Category Total MADs from Methodology
PARCEL A - Villa / Townhome	240	240	297	71,280	0	71,280
PARCEL A - Villa / Townhome  PARCEL A - Single Family 40'	365	365	373	136,145	0	136,145
PARCEL A - Single Family 40' - PO	2	2	0	0	0	0
PARCEL A - Single Family 45'	269	269	390	104,910	0	104,910
PARCEL A - Single Family 45' / Villa *	6	6	390	2,340	0	2,340
PARCEL A - Single Family 45' -PO	1	1	0	0	0	0
PARCEL A - Single Family 43 -1 0	564	564	413	232,932	0	232.932
PARCEL A - Single Family 52' - PO	1	1	0	0	0	0
PARCEL A - Single Family 62'	33	33	453	14,949	0	14,949
Subtotal Parcel A	1,481	1,481		562,556	0	
PARCELS B - Multi Family and Twin Villas - (2)	66	66	1,276	84,216	0	84,216
PARCELS B - Multi Family and Twin Villas - (3)	36	36	1,005	36,180	0	36,180
PARCELS B - Single Family 42' - (1)	185	185	488	90,280	0	90,280
PARCELS B - Single Family 42' - (3)	39	39	1,005	39,195	0	39,195
PARCELS B - Single Family 42' - (5)	1	1	0	0	0	0
PARCELS B - Single Family 55' - (1)	230	230	654	150,420	0	150,420
PARCELS B - Single Family 55' - (2)	0	0	1,276	0	0	0
PARCELS B - Single Family 55' - (3)	71	71	1,004	71,284	0	71,284
PARCELS B - Single Family 55' - (5)	2	2	0	0	0	0
PARCELS B - Single Family 67' - (1)	130	130	796	103,480	0	103,480
PARCELS B - Single Family 67' - (2)	38	38	1,276	48,488	0	48,488
PARCELS B - Single Family 67' - (3)	90	90	1,004	90,360	0	90,360
PARCELS B - Single Family 67' - (4)	33	33	1,448	47,784	0	47,784
PARCELS B - Single Family 75' - (1)	0	0	889	0	0	0
PARCELS B - Single Family 75' - (2)	34	34	1,446	49,164	0	49,164
PARCELS B - Single Family 75' - (3)	3	3	1,174	3,522	0	3,522
PARCELS B - Single Family 75' - (4)	27	27	1,532	41,364	0	41,364
Subtotal Parcels B	985	985		855,737	0	
PARCELS D/E - Multi Family and Twin Villas - (1)	43	43	498	21,414	0	21,414
PARCELS D/E - Multi Family and Twin Villas - (2)	123	123	1,276	156,948	0	156,948
PARCELS D/E - Multi Family and Twin Villas - (3)	27	27	1,005	27,135	0	27,135
PARCELS D/E - Multi Family and Twin Villas - (4)	27	27	1,448	39,096	0	39,096
PARCELS D/E - Single Family 55' - (1)	78	78	654	51,012	0	51,012
PARCELS D/E - Single Family 55' - (2)	126	126	1,276	160,776	0	160,776
PARCELS D/E - Single Family 55' - (3)	46	46	1,004	46,184	0	46,184
PARCELS D/E - Single Family 67' - (1)	96	96	796	76,416	0	76,416
PARCELS D/E - Single Family 67' - (2)	101	101	1,276	128,876	0	128,876
PARCELS D/E - Single Family 67' - (3)	53	53	1,004	53,212	0	53,212
PARCELS D/E - Single Family 67' - (4)	30	30	1,448	43,440	0	43,440
PARCELS D/E - Single Family 67' - (5)	3	3	0	0	0	0
PARCELS D/E - Single Family 75' - (1)	57	57	889	50,673	0	50,673
PARCELS D/E - Single Family 75' - (2)	77	77	1,446	111,342	0	111,342
PARCELS D/E - Single Family 75' - (3)	27	27	1,174	31,698	0	31,698
PARCELS D/E - Single Family 75' - (4)	39	39	1,532	59,748	0	59,748
PARCELS D/E - Single Family 75' - (5)	1	1	0	0	0	0
Subtotal Parcels D/E	954	954		1,057,970	0	
Total Residential Units Parcels A, B, D, E	3,420	3,420		2,476,263	0	
Other Land Uses				100 ==0		123,556
Other Land Uses GOLF COURSE	1	1	123.556	123.556		IZJ.JDD
GOLF COURSE			123,556 21,850	123,556 21,850		
GOLF COURSE PARCEL G (Neighborhood Retail) PARCEL H-1 (Retail / Commercial)	1 1 1	1	21,850 11,900	21,850 11,900		21,850 11,900
GOLF COURSE PARCEL G (Neighborhood Retail)	1	1	21,850	21,850		21,850

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

<sup>\*</sup> The District's methodology allocates assessments based on the size of the lot, not the structure constructed on the lot size. As a result, even though the dwellings constructed on these six lots are Villas, the lots are 45' lots and are allocated assessments based on the lot.

#### **Arborwood Community Development District** On Roll Assessment Comparsion Fiscal Year 2025/2026

October 1, 2025 - September 30, 2026

Parcel	Product Type	Gross Fiscal Year 2024/2025 On Roll Assessment Per Unit	Gross Fiscal Year 2025/2026 On Roll Assessment Per Unit
GL Homes			
А	Villa / Townhome	\$354.52	\$353.42
Α	40' SF	\$430.52	\$429.42
A	40' SF - PO	\$57.52	\$56.42 \$446.42
A	45' SF	\$447.52	\$446.42
A	45' SF / Villa *	\$447.52	\$446.42
A	45' SF - PO	\$57.52	\$56.42 \$460.42
A A	52' SF 52' SF - PO	\$470.52 \$57.52	\$469.42 \$56.42
A	62' SF	\$510.52	\$509.42
		es assessments based on the size of the lot, not the struct the dwellings constructed on these six lots are Villas, the	
	allocated assessments based on		
Pulte B	ME (2)	\$1,372.35	\$1,370.77
В	MF - (2) MF - (3)	\$1,372.33	\$1,099.77
В	SF 42' - (1)	\$584.35	\$582.77
В	SF 42' - (3)	\$1,101.35	\$1,099.77
В	SF 42' - (5)	\$96.35	\$94.77
В	SF 55' - (1)	\$750.35	\$748.77
В	SF 55' - (2)	\$0.00	\$0.00
В	SF 55' - (3)	\$1,100.35	\$1,098.77
В	SF 55' - (5)	\$96.35	\$94.77
В	SF 67' - (1)	\$892.35	\$890.77
В	SF 67' - (2)	\$1,372.35	\$1,370.77
B B	SF 67' - (3)	\$1,100.35 \$1,544.35	\$1,098.77 \$1,542.77
В	SF 67' - (4) SF 75' - (1)	\$0.00	\$0.00
В	SF 75' - (2)	\$1,542.35	\$1,540.77
В	SF 75' - (3)	\$1,270.35	\$1,268.77
В	SF 75' - (4)	\$1,628.35	\$1,626.77
D/E	MF - (1)	\$735.26	\$754.85
D/E	MF - (2)	\$1,513.26	\$1,532.85
D/E	MF - (3)	\$1,242.26 \$1,695.26	\$1,261.85 \$1,704.85
D/E D/E	MF - (4) SF 55' - (1)	\$1,685.26 \$891.26	\$1,704.85 \$910.85
D/E	SF 55' - (2)	\$1,513.26	\$1,532.85
D/E	SF 55' - (3)	\$1,241.26	\$1,260.85
D/E	SF 67' - (1)	\$1,033.26	\$1,052.85
D/E	SF 67' - (2)	\$1,513.26	\$1,532.85
D/E	SF 67' - (3)	\$1,241.26	\$1,260.85
D/E	SF 67' - (4)	\$1,685.26	\$1,704.85
D/E	SF 67' - (5)	\$237.26	\$256.85
D/E	SF 75' - (1)	\$1,126.26	\$1,145.85
D/E	SF 75' - (2)	\$1,683.26	\$1,702.85
D/E	SF 75' - (3)	\$1,411.26	\$1,430.85
D/E	SF 75' - (4)	\$1,769.26	\$1,788.85
D/E	SF 75' - (5)	\$237.26	\$256.85
	. ,		
	(5) All Bonds Paid Off - Still Pay O&I	M	
Lennar C	6 - Plex	\$795.19	\$732.17
C	4 - Plex	\$795.19 \$795.19	\$732.17 \$732.17
C	46' SF	\$970.90	\$892.86
C	52' SF	\$1,022.58	\$940.13
С	67' SF	\$1,229.27	\$1,129.15
Oth			
Others D/E	Golf Course	\$188,318.31	\$193,667.07
G	Neighborhood Retail	\$25,847.79	\$25,771.05
H-1	Retail/ Commercial	\$14,292.70	\$14,246.94
H-2	RE Office	\$0.00	\$0.00
		<del></del>	

# Arborwood Community Development District Budget vs. Actual October 2024 through March 2025

	Oct '24 - Mar 25	24/25 Budget	\$ Over Budget	% of Budget
Income				
01-3100 · O & M Assessments	509,588.13	527,357.00	-17,768.87	96.63%
01-3812 · Debt Assessments (2018)	2,543,927.15	2,632,565.00	-88,637.85	96.63%
01-3818 · Debt Assessments (2014A-1)	491,701.90	509,027.00	-17,325.10	96.6%
01-3819 · Debt Assessments (2014A-2)	105,130.10	108,799.00	-3,668.90	96.63%
01-3822 · Debt Assess-Pd To Trustee-2018	-2,437,878.70	-2,527,262.00	89,383.30	96.46%
01-3829 · Debt Asses-Pd To Trustee-2014A1	-471,204.54	-489,445.00	18,240.46	96.27%
01-3830 · Assessment Fees	-11,715.00	-10,000.00	-1,715.00	117.15%
01-3831 · Assessment Discounts	-140,457.02	-150,198.00	9,740.98	93.52%
01-3832 · Debt Asses-Pd To Trustee-2014A2	-100,747.75	-104,580.00	3,832.25	96.34%
01-3850 · Miscellaneous Income	-6.09	15,000.00	-15,006.09	-0.04%
Total Income	488,338.18	511,263.00	-22,924.82	95.52%
Expense				
01-1130 · Payroll Tax Expense	306.00	880.00	-574.00	34.77%
01-1131 · Supervisor Fees	4,000.00	11,000.00	-7,000.00	36.36%
01-1310 · Engineering	12,239.67	50,000.00	-37,760.33	24.48%
01-1311 · Management Fees	20,454.00	40,908.00	-20,454.00	50.0%
01-1313 · Website Management	999.96	2,000.00	-1,000.04	50.0%
01-1315 · Legal Fees	2,856.00	20,000.00	-17,144.00	14.28%
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	500.00	1,000.00	-500.00	50.0%
01-1332 · Amortization Schedule Fee	300.00	500.00	-200.00	60.0%
01-1450 · Insurance	6,994.00	13,000.00	-6,006.00	53.8%
01-1480 · Legal Advertisements	920.60	5,250.00	-4,329.40	17.54%
01-1512 · Miscellaneous	1,362.79	3,300.00	-1,937.21	41.3%
01-1513 · Postage and Delivery	175.32	1,150.00	-974.68	15.25%
01-1514 · Office Supplies	266.35	2,300.00	-2,033.65	11.58%

#### Arborwood Community Development District Budget vs. Actual October 2024 through March 2025

	Oct '24 - Mar 25	24/25 Budget	\$ Over Budget	% of Budget
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1555 · Trustee Fees	12,738.75	27,500.00	-14,761.25	46.32%
01-1743 · Continuing Disclosure Fee	3,000.00	3,000.00	0.00	100.0%
01-1811 · Professional Fee & Permits	0.00	1,250.00	-1,250.00	0.0%
01-1816 · Treeline Preserve Maint-Exotics	0.00	6,000.00	-6,000.00	0.0%
01-1818 · DRI / Traffic Monitoring	0.00	5,000.00	-5,000.00	0.0%
01-1819 · Environmentl Cnsltng-Passarella	5,325.00	22,000.00	-16,675.00	24.21%
01-1820 · Panther Mitigation Mnt-Exotics	40,000.00	80,000.00	-40,000.00	50.0%
01-1824 · Field Inspector - Somerset Only	12,822.08	25,500.00	-12,677.92	50.28%
01-1825 · Lake Maintenance-Somerset Only	24,434.46	46,100.00	-21,665.54	53.0%
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	7,000.00	-7,000.00	0.0%
01-1829 · Lake Bank Erosion Mte(Somerset)	5,775.00	45,000.00	-39,225.00	12.83%
01-1830 · Strmwtr Drains Ins/MTE-Somerset	9,950.00	20,000.00	-10,050.00	49.75%
01-1831 · Strmwtr Drains Ins (Bridgetown)	6,050.00	6,500.00	-450.00	93.08%
01-1839 · Lake Bank Inspection-Somerset	7,200.00	7,500.00	-300.00	96.0%
01-1840 · Lake Bank Inspection-Bridgetown	6,950.95	6,500.00	450.95	106.94%
01-1850 · Capital Outlay - Small	0.00	1,000.00	-1,000.00	0.0%
Total Expense	185,795.93	511,263.00	-325,467.07	36.34%
Net Income	302,542.25	0.00	302,542.25	100.0%

Bridgetown Balance As Of 10/31/24	\$ 12,640.62
Somerset Balance As Of 10/31/24	\$ 27,275.68

Bridgetown Activity: 10/31/24 - 3/31/25	\$ (0.95)
Somerset Activity: 10/31/24 - 3/31/25	\$ 118,918.46
Bridgetown Balance As Of 3/31/25	\$ 12,639.67
Somerset Balance As Of 3/31/25	\$ 146,194.14

# Arborwood Community Development District Budget vs. Actual October 2024 through March 2025

	Oct '24 - Mar 25	24/25 Budget	\$ Over Budget	% of Budç
Bank Balance As Of 3/31/25	\$ 803,646.80			
Accounts Payable As Of 3/31/25	\$ 41,782.48			
Other Assets As Of 3/31/25	\$ -			
Total Fund Balance As Of 3/31/25	\$ 761,864.32			
Series 2014A-1 Bond Balance As Of 3/31/25	\$ 4,005,000.00			
Series 2014A-2 Bond Balance As Of 3/31/25	\$ 470,000.00			
Series 2018A-1 Bond Balance As Of 3/31/25	\$ 17,570,000.00			
Series 2018A-2 Bond Balance As Of 3/31/25	\$ 6,060,000.00			
Total Bond Balance As Of 3/31/25	\$ 28,105,000.00			

**TO:** Arborwood Community Development District Board

c/o Michelle Krizen

**FROM:** Ramsey Fisher

**DATE:** March 17, 2025

**RE:** Collier County Mitigation Site Inspection

Project No. 02WCO749

On February 14, 2025, an inspection of the Collier County Mitigation Site was conducted following the completion of an exotic vegetation maintenance event by Aquatic Weed Control (AWC) in January 2025. A map of the approximate limits of the treatment area is attached.

Signs of recent exotic treatment were observed during the inspection. Treated exotic vegetation primarily included Brazilian pepper (*Schinus terebinthifolia*), along with smaller amounts of West Indian marsh grass (*Hymenachne amplexicaulis*), paragrass (*Urochloa mutica*), caesarweed (*Urena lobata*), and cogongrass (*Imperata cylindrica*). Small amounts of surviving Brazilian pepper were identified within the recently treated portions of the mitigation area, and AWC will conduct a follow-up treatment immediately to target these plants.

A second maintenance event is anticipated to occur in mid-2025 and will target a separate area of the mitigation parcel. The approximate limits of the future treatment area are depicted on the attached map.

Overall, the mitigation area contained dense, desirable native vegetation, including slash pine (*Pinus elliottii*), live oak (*Quercus virginiana*), laurel oak (*Q. laurifolia*), Carolina willow (*Salix caroliniana*), pop ash (*Fraxinus caroliniana*), dahoon holly (*Ilex cassine*), wax myrtle (*Morella cerifera*), cocoplum (*Chrysobalanus icaco*), saltbush (*Baccharis halimifolia*), saw palmetto (*Serenoa repens*), swamp fern (*Telmatoblechnum serrulatum*), and alligator flag (*Thalia geniculata*), along with other native species.

Please feel free to contact me if you have any questions.

RF/lr

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