



**ARBORWOOD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
JUNE 16, 2025  
9:00 A.M.**

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

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

**AGENDA**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
Amenity Center Community Room  
Somerset at the Plantation  
10401 Dartington Drive  
Fort Myers, Florida, 33913  
**REGULAR BOARD MEETING**

June 16, 2025  
9:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. May 19, 2025 Regular Board Meeting Minutes.....Page 2
- G. Old Business
  - 1. Update on Road Impact Fee Credits
- H. New Business
  - 1. Consider Approval of Professional Services Agreement for Treeline Mitigation.....Page 6
- I. Administrative Matters
  - 1. Attorney's Report
  - 2. Engineer Report
    - a. Somerset Flowway Canal Inspection Report.....Page 15
  - 3. Field Inspectors Report
  - 4. Preserves Compliance Updates
  - 5. Manager's Report
    - a. Financials.....Page 50
- J. Board Member Comments
- K. Adjourn

Publication Date  
2025-06-06

Subcategory  
Miscellaneous Notices

#### NOTICE OF REGULAR BOARD MEETING

##### ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the Board) of the Arborwood Community Development District (the District) will hold a Regular Board Meeting (the Meeting) on June 16, 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.

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 Districts website ([www.arborwoodcdd.org](http://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 Americans with Disabilities Act, any person requiring special accommodations 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 the Meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

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

District Manager

Arborwood Community

Development District

[www.arborwoodcdd.org](http://www.arborwoodcdd.org)

No.11362958 June 6, 2025

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 19, 2025**

**A. CALL TO ORDER**

The May 19, 2025, Regular Board Meeting of the Arborwood Community Development District (the “District”) was called to order at 9:00 a.m. in the Amenity Center Community Room 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 May 9, 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 via phone at 9:02 a.m.
Supervisor	Christopher Anderson	Present

Staff members in attendance were:

District Manager	Michelle Krizen	Special District Services, Inc.
General Counsel	Katie Buchanan (via phone)	Kutak Rock, LLC
District Engineer	Josh Evans	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 were no additions or deletions to the agenda.

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

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

**F. APPROVAL OF MINUTES**

**1. April 21, 2025, Regular Board Meeting**



The April 21, 2025, Regular Board Meeting minutes were presented for consideration. It was noted that on Page 2, the transfer of the parcel is to the City of Fort Myers not the County.

A **MOTION** was made by Mr. Gordish, seconded by Mr. Aycock and passed unanimously approving the April 21, 2025, Regular Board Meeting minutes, as amended.

**G. OLD BUSINESS**

**1. Update Road Impact Fee Credits**

Mr. Schrottenboer advised that best and final offers would be presented at the June meeting. Mr. Haber will research the guidelines for the funds if an agreement is reached.

**H. NEW BUSINESS**

**1. Consider Quit Claim Deed**

A discussion ensued regarding the permit and potential non-compliance issues related to the parcel. The parcel is encompassed in the master permit and cannot be transferred in isolation to the parcel. A letter agreement to provide liability indemnification for the District will be drafted.

A **motion** was made by Mr. Gordish, seconded by Ms. Hagen and passed unanimously approving the Quit Claim Deed, contingent on liability and indemnification, subject to the City covering costs and authorizing Mr. Gordish to coordinate with District staff and the City to execute the documents, as advised by District Counsel.

**2. Consider Lake Maintenance Proposal from Solitude**

It was noted that they flow way was not included in the proposal so it needs to be rebid.

A **motion** was made by Mr. Gordish, seconded by Ms. Hagen and passed unanimously approving the Lake Maintenance proposal from Solitude and authorizing District staff to work with Chair to draft and execute an agreement.

**3. Consider Resolution No. 2025-02 – Adopting a Fiscal Year 2025/2026 Proposed Budget**

Resolution No. 2025-02 was presented, entitled:

**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.**

The following revisions were suggested:

Line 26 Treeline Preserve Maint should be decreased to \$0 (there is a plan to donate to the City);

Lines 31 and 36 can be removed since they are no longer items in the District budget (Streetlighting and Mitigation Monitoring Parcel C);

Line 38 Lake Maint aquatic control (Somerset Only) should be increased to \$50,000;

Line item 42 Stormwater Drains inspection and Maintenance (Somerset Only) should be decreased to \$30,000;

Line item 34 should be increased to \$10,600 - (This \$6,000 was reallocated from line 26 so it should not affect the overall numbers);

Pages 16 and 17 should reflect the community names, not parcel letters; and

Neighborhood Retail-G and H should be labeled Treeline Apartments.

A **motion** was made by Mr. Gordish, seconded by Ms. Hagen and passed unanimously adopting Resolution No. 2025-02, as amended, setting the Public Hearing for August 18, 2025.

Mr. Schrotenboer disconnected from the phone call at approximately 10:05 a.m.

## **I. ADMINISTRATIVE MATTERS**

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

#### **a. Financials**

Ms. Krizen shared the financials with the Board. The Board requested that Parcel C and General Funds be added to the Reserve Funds listing.

Ms. Krizen noted that the next meeting was scheduled for June 16, 2025.

The Bridgetown Report was shared with the Board. There were many questions tabled until the next meeting so the Agreement can be reviewed by the Board.

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

There was nothing to report at his time but Ms. Buchanan was available for questions.

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

The blockage on Chaddsford has been cleared. The inspection on the control structure has been completed and a report will be presented next month. The lake bank repairs have been completed. The inspection report and completion report are currently being finalized.

Ms. Hagen left the meeting at approximately 10:37 a.m.

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

The District is currently in a drought situation with the lake banks exposed. The rainfall is 68% of normal year-to-date. The lakes look good and the storage capacity water quality is also good with fish and wildlife present.

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

There was a break in quorum and the meeting was paused at 10:45 a.m. and resumed at 10:46 a.m.

The next treatment is being coordinated with Woods and Wetlands.

#### **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 <b>MOTION</b> was made by Mr. Aycock, seconded by Mr. Gordish and passed unanimously adjourning the Regular Board Meeting at 10:48 a.m.
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Secretary/Assistant Secretary

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Chair/Vice-Chair

## PROFESSIONAL SERVICES AGREEMENT

### SECTION 1 – GENERAL

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**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2024, between **Arborwood Community Development District** (“DISTRICT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Arborwood Bridgetown and Somerset at the Plantation, Treeline Avenue Mitigation Parcel, Arborwood Preserve, and the 1,700± Acre Collier County Mitigation Site (“Project”) located in Lee and Collier Counties, Florida.

DISTRICT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by DISTRICT as set forth below.

DISTRICT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of DISTRICT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

### SECTION 2 – SCOPE OF SERVICES

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Execution of this Agreement by CONSULTANT and DISTRICT constitutes DISTRICT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

### SECTION 3 – COMPENSATION

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

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’s Sub-Consultants, DISTRICT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’s services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’s standard invoicing practices and will be submitted to DISTRICT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If DISTRICT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’s invoice, CONSULTANT may, after giving seven day’s written notice to DISTRICT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the DISTRICT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

#### **SECTION 4 – STANDARD OF PERFORMANCE**

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The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

#### **SECTION 5 – LIMITATION OF LIABILITY**

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CONSULTANT's total liability to DISTRICT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and DISTRICT hereby releases and holds harmless CONSULTANT from any liability above such amount.

#### **SECTION 6 – COUNTERPARTS**

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This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

#### **SECTION 7 – EXHIBITS**

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This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- |            |   |
|------------|---|
| Exhibit A. | <input checked="" type="checkbox"/> "Scope of Services"                 |
| Exhibit B. | <input checked="" type="checkbox"/> "Compensation"                      |
| Exhibit C. | <input checked="" type="checkbox"/> "Consultant's Hourly Rate Schedule" |
| Exhibit D. | <input checked="" type="checkbox"/> "Reimbursables"                     |

**IN WITNESS WHEREOF**, the Parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. DISTRICT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As DISTRICT or DISTRICT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability printed on Page 1 of this Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**DISTRICT:**  
**Arborwood Community Development District**

**CONSULTANT:**  
**Passarella & Associates, Inc.**

\_\_\_\_\_  
Signature  
By: \_\_\_\_\_  
Name Typed or Printed  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
By: Kenneth C. Passarella  
Name Typed or Printed  
Title: President

Address for giving notices:

Arborwood Community Development District  
c/o Special District Services, Inc.  
27499 Riverview Center Boulevard, Suite 253  
Bonita Springs, Florida 34134  
Phone: (941) 223-2475  
Fax: ( ) -

Address for giving notices:

Passarella & Associates, Inc.  
13620 Metropolis Avenue, Suite 200  
Fort Myers, Florida 33912  
Phone: (239) 274-0067  
Fax: (239) 274-0069

Attest: \_\_\_\_\_  
Signature  
(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public  
Name typed, printed or stamped

(Seal)

## EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated \_\_\_\_\_, 2024.

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

Initial:

DISTRICT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

### **SCOPE OF SERVICES**

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<b><u>Task</u></b>	<b><u>Description</u></b>
1.0	Environmental Services 2024-2025 Fiscal Year
1.1	Conduct follow-up reviews of the Bridgetown and Somerset conservation lands.
1.2	Conduct follow-up exotic treatment review of the Treeline Mitigation Parcel.
1.3	Conduct follow-up exotic treatment reviews at the Collier County Mitigation Site.
1.4	Conduct follow-up exotic treatment review of Arborwood Preserve conservation area.
1.5	Prepare for and attend monthly scheduled District Board meetings.
1.6	Miscellaneous communications with District representatives (e.g., Special District Services, Inc., Project Engineer, and Golf Course Superintendent, etc.) during the fiscal year.

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## EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated \_\_\_\_\_, 2024.

Initial:

DISTRICT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

### COMPENSATION

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

Task	Description	Fee Type	Amount
1.0	Environmental Services 2024-2025 Fiscal Year	T&M; NTE	\$20,000.00
Total:			\$20,000.00

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### Fee Type Definition:

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



## EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated \_\_\_\_\_, 2024.

Initial:

DISTRICT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

### **CONSULTANT'S HOURLY RATE SCHEDULE**

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Principal	\$300.00/hr.
Senior Ecologist III	\$250.00/hr.
Senior Ecologist II	\$200.00/hr.
Senior Ecologist I	\$180.00/hr.
Ecologist III	\$160.00/hr.
Ecologist II	\$140.00/hr.
Ecologist I	\$125.00/hr.
Environmental Technician	\$105.00/hr.
GIS Manager	\$175.00/hr.
GIS Analyst III	\$150.00/hr.
GIS Analyst II	\$130.00/hr.
GIS Analyst I	\$110.00/hr.
AutoCAD Manager	\$175.00/hr.
AutoCAD III	\$150.00/hr.
AutoCAD II	\$130.00/hr.
AutoCAD I	\$110.00/hr.
Administrative Assistant III	\$ 95.00/hr.
Administrative Assistant II	\$ 80.00/hr.
Administrative Assistant I	\$ 65.00/hr.
Reimbursable Expenses	Cost

## EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between DISTRICT and CONSULTANT for professional services dated \_\_\_\_\_, 2024.

Initial:

DISTRICT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

### CONSULTANT'S REIMBURSABLES

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Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot *Mounted Billed at Cost
Aerial Photos	\$30.00 (24x36); \$60.00 (36x48); \$75.00 (36x62) Other sizes – \$5.00 per square foot *Mounted Billed at Cost
Color Photos	\$2.75 (8x11); \$3.00 (8x14); \$3.50 (11x17)
Xerox	\$0.15 (8x11); \$0.25 (8x14); \$0.35 (11x17)
Courier	Billed at Cost
FedEx/Overnight Delivery	Billed at Cost



*Trusted Experience. Sustainable Solutions.*

## PROPOSAL

September 18, 2024

**PROJECT:** Arborwood Preserve (fka Parcel C) – Preserve Maintenance  
**CLIENT:** Arborwood CDD

### SCOPE OF WORK

Woods and Wetlands Inc. will provide all equipment, labor, and materials for a one-time preserve maintenance event within the 4 conservation areas totaling ±23.30 acres at Arborwood Preserve (fka Parcel C) in Lee County, FL. This event will include the treatment of all nuisance and species listed on [2023 FISC List of Invasive Plant Species](#). All nuisance and FISC listed species will be killed in place with the appropriate herbicide and left in place to naturally decompose.

### DATE AND PRICE OF WORK

March 2025                      One-time event- **\$7,000.00**

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

### TERMS AND CONDITIONS

Invoices are due and payable upon receipt. Prices are valid for 30 days. This Proposal becomes an Agreement when signed by both the Client and Woods and Wetlands Inc and modifications or services not specifically included by reference herein will be undertaken and completed only by Change Order(s) signed by an authorized representative of each of the above and will be invoiced as additional services to the Client. In the event of an issue, clarification of intent or dispute at some future date, this Proposal/Agreement shall be interpreted according to the laws of the State of Florida.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Arborwood CDD

Woods and Wetlands Inc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TITLE

\_\_\_\_\_

TITLE



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## PROPOSAL

September 18, 2024

**PROJECT:** Treeline Mitigation Area – Preserve Maintenance  
**CLIENT:** Arborwood CDD

### SCOPE OF WORK

Woods and Wetlands Inc. will provide all equipment, labor, and materials for a one-time invasive vegetation control event within the ±12.97-acre conservation areas at the site known as Treeline Mitigation Area in Lee County, FL. This event will include the treatment of all nuisance and species listed on [2023 FISC List of Invasive Plant Species](#). All nuisance and FISC listed species will be killed in place with the appropriate herbicide and left in place to naturally decompose.

### DATE AND PRICE OF WORK

March 2025                      One-time event- **\$6,000.00**

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

### TERMS AND CONDITIONS

Invoices are due and payable upon receipt. Prices are valid for 30 days. This Proposal becomes an Agreement when signed by both the Client and Woods and Wetlands Inc and modifications or services not specifically included by reference herein will be undertaken and completed only by Change Order(s) signed by an authorized representative of each of the above and will be invoiced as additional services to the Client. In the event of an issue, clarification of intent or dispute at some future date, this Proposal/Agreement shall be interpreted according to the laws of the State of Florida.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Arborwood CDD

Woods and Wetlands Inc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

# **ARBORWOOD CDD (SOMERSET PHASE)**

## **FLOWWAY (CANAL) INSPECTION REPORT**

### **MAY 2025**

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PREPARED FOR:

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
c/o SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH GARDENS, FL 33410

PREPARED BY:



9961 INTERSTATE COMMERCE DR., SUITE 230  
FORT MYERS, FLORIDA 33913

## **OVERVIEW**

In a continued effort to monitor and report on the functionality of The Arborwood Stormwater Management System (SWMS), an inspection of the flowway canal was conducted in May 2025. The inspection consisted of field observations and survey of the canal portion within the Somerset flowway to assess current conditions. This report documents the observations, identifies areas requiring maintenance or repair, and provides recommendations for additional corrections as well as ongoing monitoring.

## **GENERAL PROJECT INFORMATION**

- Project Location: Arborwood, Lee County, FL
- SFWMD Master Permit No.: 36-04853-P
- Dates of Inspection:
  - Field Observations of Flowway Canal: May 2025 (Conducted by J.R. Evans Engineering, P.A.)

Arborwood's stormwater water management system was conceptually approved under the South Florida Water Management District (SFWMD) ERP Permit No. 36-04853-P, Application No. 030519-4. A construct and operate ERP application for the southern portion of Arborwood, including Somerset, was approved under Application No. 040820-19 in June 2005. This included 1,160 acres of residential and golf course development with discharge into the waters of Six Mile Cypress Slough. Somerset's water management system expands on the existing conveyance of wetlands with the additional manmade canal that adjoins the wetland at grade. Please refer to Exhibit A which depicts the general drainage pattern of the flowway and location of the manmade canal. During storm events, water stages up in the wetland system and the canal provides conveyance within the flowway.

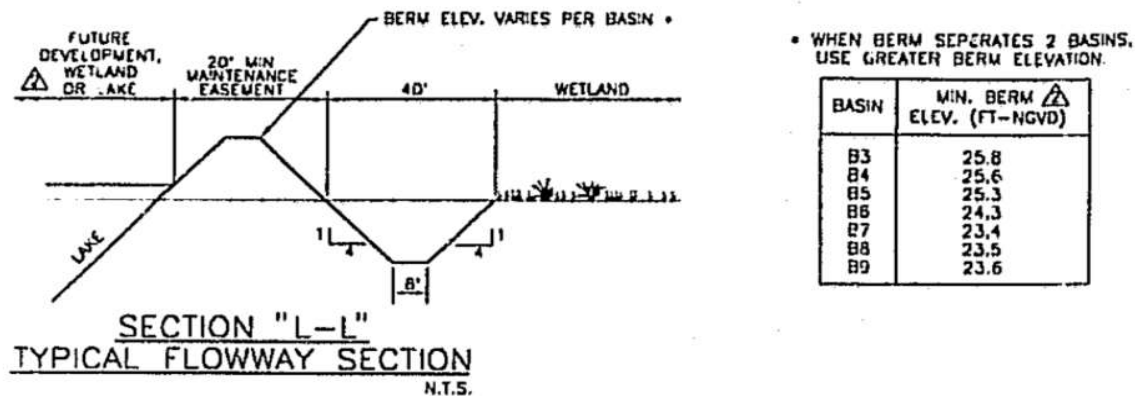
## **FLOWWAY CANAL INSPECTION**

Figure 1 below presents the canal cross section as detailed in SFWMD ERP Application No. 040820-19. The canal provides substantial conveyance capacity due to its relatively low head loss. Vegetation within the canal varies in extent, with visible evidence of targeted herbicide treatment. Despite areas of growth, the vegetation does not appear to impact the canal's ability to convey water.

Two control structures, CS L5888 and CS L6188, are directly connected to the canal via flared end structures. CS L5888 links Lake No. 57S to the canal, while CS L6188 connects Lake No. 61 to the canal; both lakes are situated to the north of the canal. Inspections have identified notable sediment accumulation within the flared end structures of both control structures. This buildup is limited to the flared end opening and does not appear to block the entire drainage pipe. For visual reference, please see Photos 4 and 20 in Exhibit B.

Additionally, a 4-foot by 20-foot wildlife crossing serves as the primary drainage connection, with a separate 24-inch reinforced concrete pipe (RCP) providing a direct link between the canal and the lake west of Treeline Avenue for offsite conveyance. Inspections confirm that both the box culvert and the RCP are in good condition, with no signs of blockages.

Figure 1: Flow-way Cross Section.



Included as Exhibit A to this report is an exhibit identifying photo locations, with color-coded identification to delineate canal sections that were satisfactory (green), sections with “minor maintenance” (yellow) and canal sections with “critical maintenance” (red). Exhibit A also includes recommended solutions to canal sections with “critical maintenance” such as excavating sedimentation buildup. The exhibit also identifies reference numbers for photographs which are included as Exhibit B in this report. Please note that in general, only photos of problem areas are included with this report and the photos were taken during the dry season. Furthermore, an inspection checklist has been included as Exhibit C in this report.

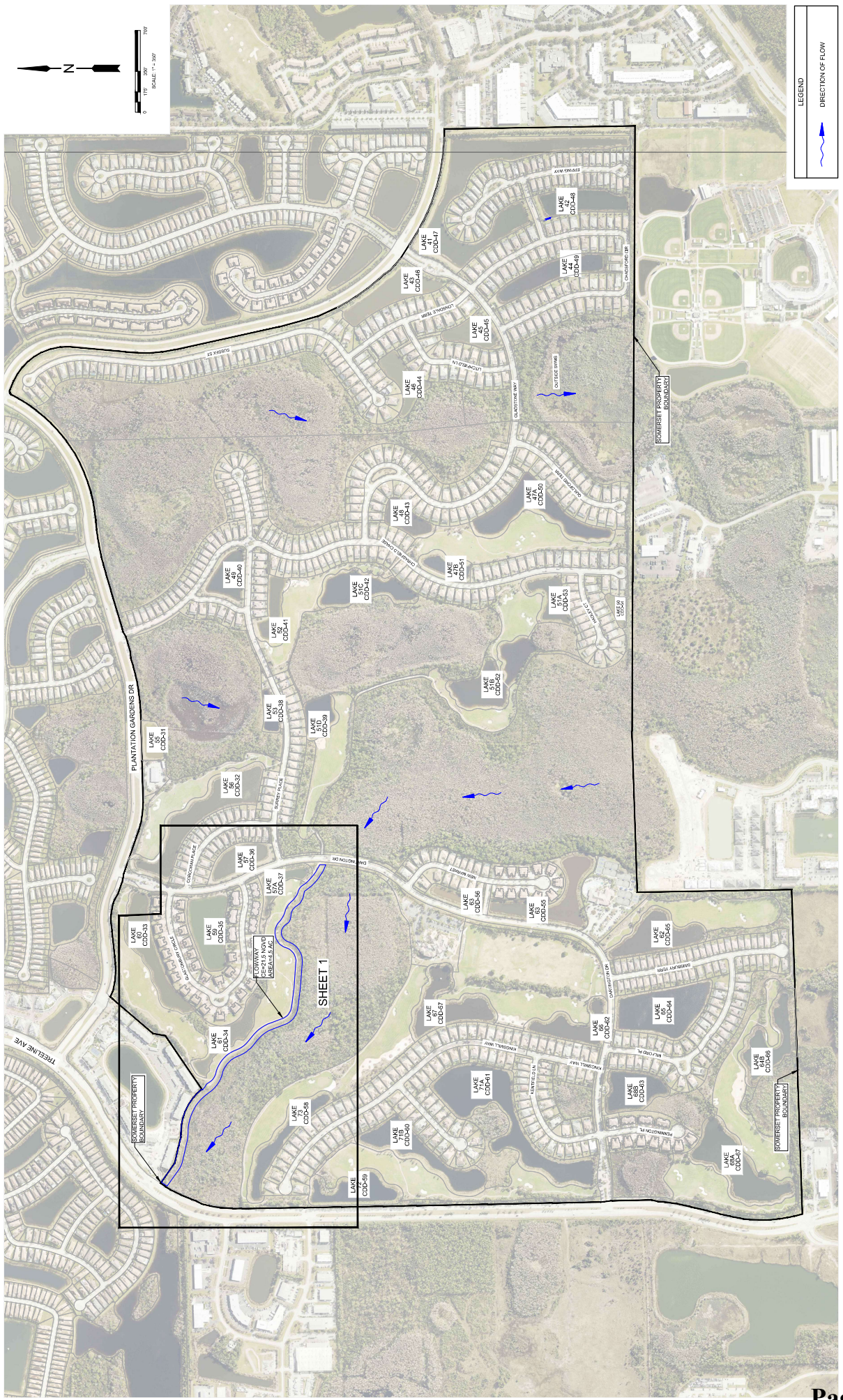
### SUMMARY

Overall, general maintenance of the control structure outfalls is recommended, as detailed in the previous section. Survey and site inspection indicate that the flowway canal is in general conformance with the approved conditions and does not have any major failures that would inhibit the conveyance of flow. It is also recommended that continuing inspections of the flow-way canal be performed to monitor the condition of the SWMS. A SWMS of this nature requires continuing maintenance to ensure functionality of the system, and inspections by a registered professional engineer are integral to identify problem areas and/or confirm that the system is functioning adequately.

## **EXHIBIT A**

### **FLOWWAY EXHIBIT**



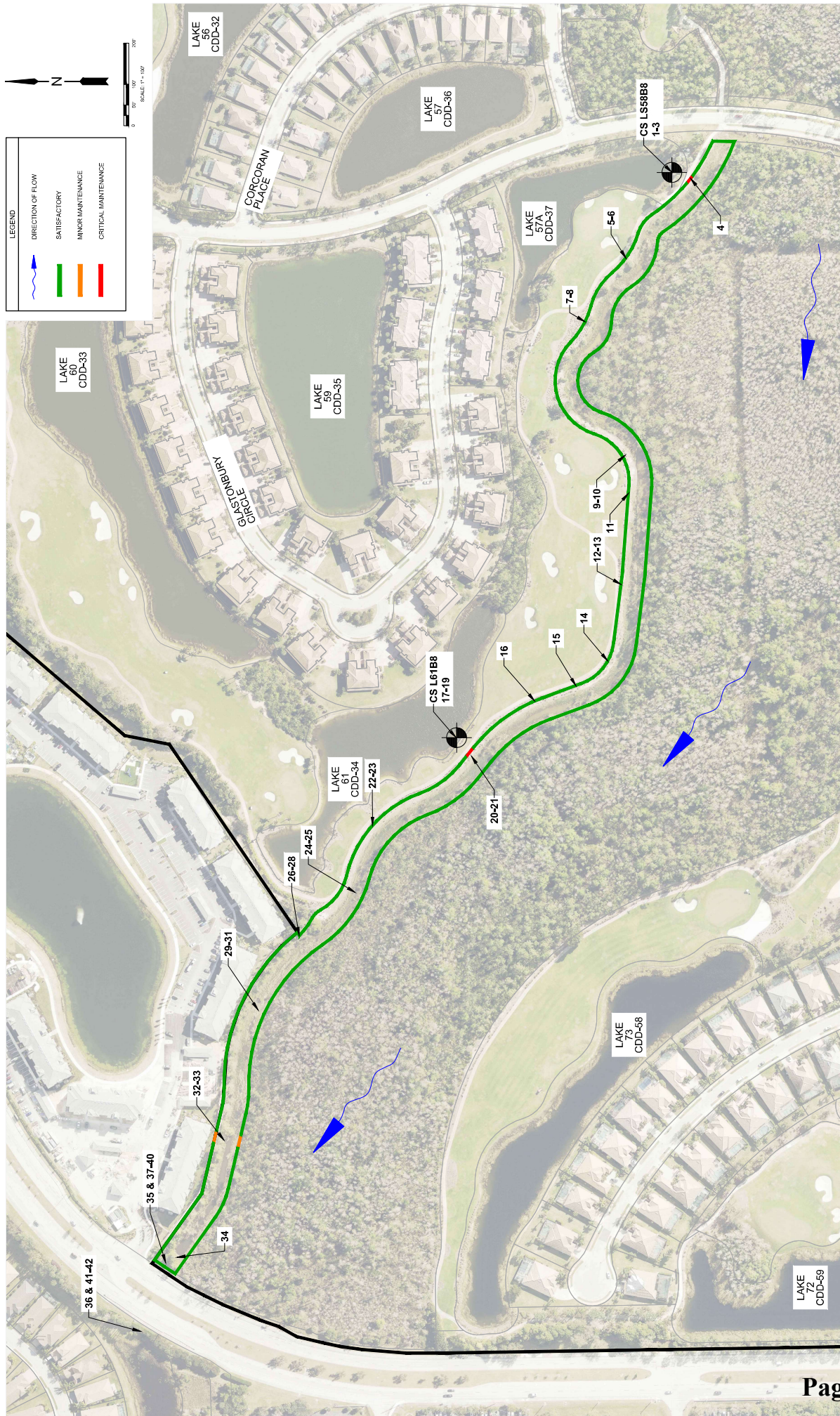


# ARBORWOOD CDD

## SOMERSET FLOWWAY INSPECTION EXHIBIT

MAY, 2025





# ARBORWOOD CDD

## SOMERSET FLOWWAY CANAL INSPECTION EXHIBIT

MAY 2022  
SHEET 11

## **EXHIBIT B**

### **PHOTOGRAPHS**





**PHOTO 1 – CS L5888**

CONTROL STRUCTURE DISCHARGING TO FLOWWAY CANAL IN GOOD CONDITION.



**PHOTO 2 – CS L5888**

CONTROL STRUCTURE DISCHARGING TO FLOWWAY CANAL IN GOOD CONDITION.





**PHOTO 3 – CS L5888**

CONTROL STRUCTURE DISCHARGING TO FLOWWAY CANAL IN GOOD CONDITION.



**PHOTO 4 – CS L5888**

CONTROL STRUCTURE FLARED END CONNECTING TO FLOWWAY CANAL.  
DEBRIS AND SEDIMENT BLOCKING CS FLARED END. REMAINDER OF DRAINAGE PIPE APPEARS CLEAR.  
RECOMMEND REMOVING DEBRIS AND SEDIMENT BUILDUP.





**PHOTO 5**

FLOWWAY IN GOOD CONDITION.  
NO EROSION/BLOCKAGES PICTURED.



**PHOTO 6**

FALLEN TREE WITHIN FLOWWAY CANAL. DOES NOT INHIBIT FUNCTIONALITY OF THE CANAL.





**PHOTO 7**

FLOWWAY IN GOOD CONDITION.  
PREVIOUS VEGETATION TREATMENT PICTURED.



**PHOTO 8**

FLOWWAY IN GOOD CONDITION.  
PREVIOUS VEGETATION TREATMENT PICTURED.





**PHOTO 9**

FLOWWAY IN GOOD CONDITION.



**PHOTO 10**

FLOWWAY IN GOOD CONDITION.





**PHOTO 11**

FLOWWAY IN GOOD CONDITION.



**PHOTO 12**

FLOWWAY IN GOOD CONDITION.  
PREVIOUS VEGETATION TREATMENT PICTURED.





**PHOTO 13**

FLOWWAY IN GOOD CONDITION.



**PHOTO 14**

FLOWWAY IN GOOD CONDITION.





**PHOTO 15**

FLOWWAY IN GOOD CONDITION.  
PREVIOUS VEGETATION TREATMENT PICTURED.



**PHOTO 16**

FLOWWAY IN GOOD CONDITION.





**PHOTO 17 – CS L6188**

CONTROL STRUCTURE IN GOOD CONDITION.



**PHOTO 18 - CS L6188**

CONTROL STRUCTURE IN GOOD CONDITION.





**PHOTO 19 - CS L6188**

CONTROL STRUCTURE IN GOOD CONDITION.





**PHOTO 20 – CS L6188**

CONTROL STRUCTURE FLARED END CONNECTING TO FLOWWAY CANAL.  
DEBRIS AND SEDIMENT AT OUTFALL. REMAINDER OF DRAINAGE PIPE APPEARS CLEAR.  
RECOMMEND REMOVING SEDIMENT BUILDUP.





**PHOTO 21 – CS L6188**

CONTROL STRUCTURE FLARED END CONNECTING TO FLOWWAY CANAL.  
DEBRIS AND SEDIMENT AT OUTFALL. REMAINDER OF DRAINAGE PIPE APPEARS CLEAR.  
RECOMMEND REMOVING SEDIMENT BUILDUP.





**PHOTO 22**

FLOWWAY IN GOOD CONDITION.



**PHOTO 23**

FLOWWAY IN GOOD CONDITION.





**PHOTO 24**

FLOWWAY IN GOOD CONDITION.  
PREVIOUS VEGETATION TREATMENT PICTURED.



**PHOTO 25**

FLOWWAY IN GOOD CONDITION.





**PHOTO 26**

FLOWWAY IN GOOD CONDITION.



**PHOTO 27**

FLOWWAY IN GOOD CONDITION.





**PHOTO 28**

FLOW WAY IN GOOD CONDITION.  
PREVIOUS VEGETATION TREATMENT PICTURED.





**PHOTO 29**

FLOWWAY IN GOOD CONDITION.  
LIGHT VEGETATION PRESENT.





**PHOTO 30**

FLOWWAY IN GOOD CONDITION.





**PHOTO 31**

FLOWWAY IN GOOD CONDITION.



**PHOTO 32**

FLOWWAY IN GOOD CONDITION.

VEGETATION GROWTH IN FLOWWAY NEAR TREELINE AVE. RECOMMEND ADDITIONAL HERBICIDE TREATMENT.





**PHOTO 33**

VEGETATION GROWTH IN FLOWWAY NEAR TREELINE AVE. RECOMMEND ADDITIONAL HERBICIDE TREATMENT TO TARGET INVASIVE SPECIES AS NEEDED.



**PHOTO 34**

PHOTO TAKEN ABOVE 4'X20' BOX CULVERT ALONG TREELINE AVE.





**PHOTO 35**

4'X20' BOX CULVERT IN GOOD CONDITION.



**PHOTO 36**

4'X20' BOX CULVERT IN GOOD CONDITION.





**PHOTO 37**

CANAL OUTFALL 24" RCP IN GOOD CONDITION.



**PHOTO 38**

CANAL OUTFALL 24" RCP IN GOOD CONDITION.





**PHOTO 39**

CANAL OUTFALL 24" RCP IN GOOD CONDITION.

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**PHOTO 40**

CANAL OUTFALL 24" RCP IN GOOD CONDITION.



**PHOTO 41**

CANAL OUTFALL 24" RCP IN GOOD CONDITION.

## **EXHIBIT C**

### **INPSECTION EXHIBIT**

- Erosion: Check for signs of soil erosion along the banks and bottom of the flow-way.  
**Response: No major signs of erosion found.**
- Sediment accumulation: Look for areas where sediment has built up, potentially reducing the flow capacity.  
**Response: Sediment buildup found near outfalls of control structures. Refer to photos 4 and 20 in Exhibit B.**
- Vegetation overgrowth: Inspect for excessive vegetation that may impede water flow or cause blockages.  
**Response: Vegetation is light throughout flowway with the exception of the portion adjacent to Treeline Ave.**
- Structural integrity: Examine any concrete or engineered structures for cracks, deterioration, or signs of failure.  
**Response: Structures do not appear to show any signs of failure.**
- Debris accumulation: Check for trash, fallen branches, or other debris that could obstruct water flow.  
**Response: Dead vegetation and fallen tree found in flowway. No obstruction to conveyance functionality.**
- Unauthorized modifications: Look for any changes to the flow-way that were not part of the original design or approved plans.  
**Response: None found.**
- Drainage patterns: Assess whether the flow-way is still effectively directing water as intended.  
**Response: The flowway appears to be effectively directing water as designed.**
- Scouring/Gullying: Inspect for areas where water flow has caused excessive wear or damage to the flow-way's surface.  
**Response: None found.**
- Stagnant water: Check for areas of standing water that may indicate improper grading or blockages.  
**Response: None found.**
- Wildlife impact: Look for animal burrows or nests that could compromise the flow-way's structure.  
**Response: None found.**
- Algae growth: Inspect for excessive algae, which could indicate nutrient pollution or reduced flow.  
**Response: None found.**

- Outlet conditions: Examine the discharge point to ensure it's clear and functions properly.  
**Response: Outfall structures along Treeline Avenue are clear and in good condition.**
- Adjacent land use changes: Consider how nearby development or land use changes might affect the flow-way's performance.  
**Response: Town Treeline apartments were recently developed adjacent to Treeline Avenue and the flowway. There were no adverse effects to the flowway found.**



**Arborwood Community Development District**  
**Budget vs. Actual**  
**October 2024 through May 2025**

	<b>Oct 24 - May 25</b>	<b>24/25 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Revenue</b>				
<b>O &amp; M Assessments</b>	523,239.27	527,357.00	-4,117.73	99.22%
<b>Debt Assessments (2018)</b>	2,612,076.15	2,632,565.00	-20,488.85	99.22%
<b>Debt Assessments (2014A-1)</b>	504,874.10	509,027.00	-4,152.90	99.18%
<b>Debt Assessments (2014A-2)</b>	107,946.45	108,799.00	-852.55	99.22%
<b>Debt Assess-Pd To Trustee-2018</b>	-2,506,006.95	-2,527,262.00	21,255.05	99.16%
<b>Debt Asses-Pd To Trustee-2014A1</b>	-484,372.74	-489,445.00	5,072.26	98.96%
<b>Assessment Fees</b>	-11,715.00	-10,000.00	-1,715.00	117.15%
<b>Assessment Discounts</b>	-140,486.85	-150,198.00	9,711.15	93.53%
<b>Debt Asses-Pd To Trustee-2014A2</b>	-103,563.25	-104,580.00	1,016.75	99.03%
<b>Miscellaneous Income</b>	-27.87	15,000.00	-15,027.87	-0.19%
<b>Total Income</b>	501,963.31	511,263.00	-9,299.69	98.18%
<b>Expense</b>				
<b>Payroll Tax Expense</b>	443.70	880.00	-436.30	50.42%
<b>Supervisor Fees</b>	5,800.00	11,000.00	-5,200.00	52.73%
<b>Engineering</b>	15,289.24	50,000.00	-34,710.76	30.58%
<b>Management Fees</b>	27,272.00	40,908.00	-13,636.00	66.67%
<b>Website Management</b>	1,333.28	2,000.00	-666.72	66.66%
<b>Legal Fees</b>	3,764.00	20,000.00	-16,236.00	18.82%
<b>Assessment/Tax Roll</b>	0.00	5,000.00	-5,000.00	0.0%
<b>Audit Fees</b>	0.00	5,350.00	-5,350.00	0.0%
<b>Arbitrage Rebate Fee</b>	1,000.00	1,000.00	0.00	100.0%
<b>Amortization Schedule Fee</b>	300.00	500.00	-200.00	60.0%
<b>Insurance</b>	6,994.00	13,000.00	-6,006.00	53.8%
<b>Legal Advertisements</b>	1,364.00	5,250.00	-3,886.00	25.98%
<b>Miscellaneous</b>	1,842.73	3,300.00	-1,457.27	55.84%
<b>Postage and Delivery</b>	252.74	1,150.00	-897.26	21.98%



**Arborwood Community Development District**  
**Budget vs. Actual**  
**October 2024 through May 2025**

	<b>Oct 24 - May 25</b>	<b>24/25 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
Office Supplies	467.20	2,300.00	-1,832.80	20.31%
Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
Trustee Fees	12,738.75	27,500.00	-14,761.25	46.32%
Continuing Disclosure Fee	3,000.00	3,000.00	0.00	100.0%
Professional Fee & Permits	0.00	1,250.00	-1,250.00	0.0%
Treeline Preserve Maint-Exotics	0.00	6,000.00	-6,000.00	0.0%
DRI / Traffic Monitoring	0.00	5,000.00	-5,000.00	0.0%
Environmentl Consulting-Passarella	6,865.00	22,000.00	-15,135.00	31.21%
Panther Mitigation Mnt-Exotics	40,000.00	80,000.00	-40,000.00	50.0%
Field Inspector - Somerset Only	14,896.24	25,500.00	-10,603.76	58.42%
Lake Maintenance-Somerset Only	32,738.98	46,100.00	-13,361.02	71.02%
Preserve Maint - Somerset Only	0.00	35,000.00	-35,000.00	0.0%
Flowway Maintenance	0.00	4,600.00	-4,600.00	0.0%
Preserve Maint (Parcel C Only)	0.00	7,000.00	-7,000.00	0.0%
Lake Bank Erosion Mte(Somerset)	14,715.00	45,000.00	-30,285.00	32.7%
Strmwtr Drains Ins/MTE-Somerset	12,450.00	20,000.00	-7,550.00	62.25%
Strmwtr Drains Ins (Bridgetown)	6,050.00	6,500.00	-450.00	93.08%
Lake Bank Inspection-Somerset	7,200.00	7,500.00	-300.00	96.0%
Lake Bank Inspection-Bridgetown	6,950.95	6,500.00	450.95	106.94%
Capital Outlay - Small	0.00	1,000.00	-1,000.00	0.0%
<b>Total Expenditures</b>	<b>223,902.81</b>	<b>511,263.00</b>	<b>-287,360.19</b>	<b>43.79%</b>
<b>Net Revenue</b>	<b>278,060.50</b>	<b>0.00</b>	<b>278,060.50</b>	<b>100.0%</b>

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 - 5/31/25	\$ (0.95)
Somerset Activity: 10/31/24 - 5/31/25	\$ 97,099.78
Bridgetown Balance As Of 5/31/25	\$ 12,639.67
Somerset Balance As Of 5/31/25	\$ 124,375.46

**Arborwood Community Development District**  
**Budget vs. Actual**  
**October 2024 through May 2025**

	<u>Oct 24 - May 25</u>	<u>24/25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Bank Balance As Of 5/31/25	\$ 760,956.51			
Accounts Payable As Of 5/31/25	\$ 23,573.94			
Other Assets As Of 5/31/25	\$ -			
Total Fund Balance As Of 5/31/25	\$ 737,382.57			
Series 2014A-1 Bond Balance As Of 5/31/25	\$ 3,785,000.00			
Series 2014A-2 Bond Balance As Of 5/31/25	\$ 420,000.00			
Series 2018A-1 Bond Balance As Of 5/31/25	\$ 16,360,000.00			
Series 2018A-2 Bond Balance As Of 5/31/25	\$ 5,670,000.00			
Total Bond Balance As Of 5/31/25	\$ 26,235,000.00			