Rizzetta & Company

CFM
Community Development District

Board of Supervisors' Meeting
August 20, 2020

District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913

www.cfmcdd.org

CFM
COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912

Board of Supervisors	Leah Popelka	Chairman
	Scott Campbell	Vice Chairman
	Paul Mayotte	Assistant Secretary
	Chip Jones	Assistant Secretary
	Sue Streeter	Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Hopping Green & Sams, P.A.
District Engineer	Brent Burford	Johnson Engineering, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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.

CFM COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912

www.CFMcdd.org

August 12, 2020

Board of Supervisors
CFM Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, August 20, 2020 at 11:30 a.m.** Please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As a result, the meeting is being conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, 20-150 and 20-179 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020, and July 29, 2020, respectively, and any extensions thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus.

While it is necessary to hold a meeting of the District's Board of Supervisors despite the current public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically by attending a scheduled Zoom meeting. The information for accessing the meeting is as follows: Dial +1 312-626-6799 or +1 929-205-6099, Meeting ID: 924 3379 1633, Password: 531488. For assistance using Zoom please contact the District Manager in advance of the meeting at BBlandon@rizzetta.com or by calling 239-936-0913. Additionally, written public comments and questions can be e-mailed to the District Manager in advance of the meeting at BBlandon@rizzetta.com, or mailed to the District Manager at CFM CDD, c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. Comments and questions received by 2:00 p.m. the day prior to the meeting will be read into the record at the meeting and become part of the permanent record of the meeting.

The following is the agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. PUBLIC COMMENT
3. BUSINESS ADMINISTRATION
A. Consideration of the Minutes of the Board of Supervisors' Meeting held on May 21, 2020 ..... Tab 1
B. Consideration of the Operation and Maintenance Expenditures for the Months of May, June and July 2020 ..... Tab 2
4. BUSINESS ITEMS
A. Consideration of Proposals for Alligator Signage ..... Tab 3

B. Consideration of LLS Tax Solutions Engagement Letter for Arbitrage Services ..... Tab 4
C. Consideration of Solitude Lake Management Annual Lake Services Renewal Contract ..... Tab 5
D. Consideration of LCEC Street Lighting Agreement ..... Tab 6
E. Review and Consideration of Responses Received in Response to the RFP for Conservation Area Maintenance .... Tab 7
F. Discussion and Consideration of Fountain Conveyance from DR Horton
G. Consideration of Resolution 2020-07, Adopting a Meeting Schedule for Fiscal Year 2020/2021..... Tab 8
H. Public Hearing Regarding the FY 2020-2021 Budget
1. Presentation of the Proposed Final Budget for Fiscal Year 2020/2021 ..... Tab 9
2. Consideration of Resolution 2020-08, Annual Appropriations and Adopting the Budget for Fiscal Year 2020/2021 ..... Tab 10
3. Consideration of Resolution 2020-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021 ..... Tab 11

5. STAFF REPORTS
A. District Counsel
B. District Engineer
C. District Manager

6. SUPERVISOR REQUESTS AND COMMENTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Very truly yours,

Belinda Blandon

Belinda Blandon
District Manager

cc: Tucker Mackie, Hopping Green & Sams, P.A.

Tab 1

MINUTES OF MEETING

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

CFM COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the CFM Community Development District was held on **Thursday, May 21, 2020 at 11:36 a.m.** held virtually via Zoom pursuant to Executive Orders 20-52, 20-69 and 20-91 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 1, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Leah Popelka	**Board Supervisor, Chairperson**
Scott Campbell	**Board Supervisor, Vice Chairman**
Paul Mayotte	**Board Supervisor, Assistant Secretary**
Sue Streeter	**Board Supervisor, Assistant Secretary**
Chip Jones, Jr.	**Board Supervisor, Assistant Secretary**

Also present were:

Belinda Blandon	**District Manager, Rizzetta & Company, Inc.**
Tucker Mackie	**District Counsel, Hopping Green & Sams, P.A.**
Brent Burford	**District Engineer, Johnson Engineering**
Audience	

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Blandon called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS **Public Comment**

Ms. Blandon opened the floor for public comment. The resident addressed the Board regarding how audience members are identified in the minutes of the meeting. Ms. Blandon advised that audience members are not listed individually in the minutes.

THIRD ORDER OF BUSINESS **Consideration of the Minutes of the Board of Supervisors' Meeting held on April 23, 2020**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on April 23, 2020. She asked if there were any questions related to the minutes. There were none.

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On a Motion by Mr. Jones, Jr., seconded by Ms. Popelka, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on April 23, 2020, for the CFM Community Development District.

FOURTH ORDER OF BUSINESS **Consideration of the Operations and Maintenance Expenditures for the Month of April 2020**

Ms. Blandon advised that the operations and maintenance expenditures for the period of April 1-30, 2020 total $23,519.32 and asked if there were any questions regarding the expenditures. There were none.

On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of April 2020 ($23,519.32), for the CFM Community Development District.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2020-05, Redesignating Secretary of the District**

Ms. Blandon advised that this resolution is a house keeping item due to personnel changes within Rizzetta & Company and asked if there were any questions. There were none.

On a Motion by Mr. Jones, Jr., seconded by Mr. Campbell, with all in favor, the Board Adopted Resolution 2020-05, Redesignating Mr. Bob Schleifer as Secretary of the District, for the CFM Community Development District.

SIXTH ORDER OF BUSINESS **Presentation of the Proposed Budget for Fiscal Year 2020/2021**

Ms. Blandon provided an overview of the proposed budget for fiscal year 2020/2021 highlighting the line items experiencing a change from the current year budget. She advised that as presented, the budget is expected to increase by $26,114.00 overall. Ms. Blandon advised that she received communication from LCEC regarding the possible addition of 77 new street lights which will require an increase to that budget line item in the amount of $33,191.00. Discussion ensued regarding the street lights currently installed at parcels A and J and who should have the operational responsibility. Mr. Campbell advised that he will review the contracts related to parcels A and J; he further recommended getting definitive answers from DR Horton related to lights that will be brought onboard for the ensuing fiscal year. Mr. Jones, Jr. recommended including operational costs for street lights in parcels A and J in the 2020/2021 budget. Ms. Blandon

DRAFT

recommended an increase of $10,000.00 to the Street Light line item to cover lights that are accepted by the District. Ms. Popelka recommended including and increase of $15,000.00 to be on the safe side. Ms. Blandon advised that with the changes noted on the record, the total increase would be approximately $41,114.00, which is an increase of $30.20 per residential unit.

SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2020-06, Approving a Proposed Budget for Fiscal Year 2020/2021; Declaring Special Assessments; Setting Public Hearings**

Ms. Blandon advised that the public hearings are being scheduled for August 20, 2020 at 11:30 a.m.

On a Motion by Mr. Jones, Jr., seconded by Mr. Campbell, with all in favor, the Board Adopted Resolution 2020-06, Approving a Proposed Budget for Fiscal Year 2020/2021; Declaring Special Assessments; Setting Public Hearings for Thursday, August 20, 2020 at 11:30 a.m., for the CFM Community Development District.

EIGHTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel
Ms. Mackie advised that she had no report.

Mr. Campbell thanked Ms. Mackie for the work conducted related to the conservation easement contract.

B. District Engineer
Mr. Burford advised that the directional boring to accommodate the LCEC lights has been completed. He advised that the proposal from Johnson Engineering to conduct the inspections on the lakes, curbs, inlets and sidewalks was $10,500.00 assuming that all would be conducted at one time and to do the items separately would be $6,500.00 for the sidewalk inspection, $3,500.00 for the lake bank inspection and $3,500.00 for the curbs, inlets and signage. Mr. Burford advised that just to do the sidewalk inspection and lake inspection is $10,000.00. He asked if the Board would like an updated proposal or if the Board would like to wait until the next fiscal year. Ms. Blandon advised that a budget amendment is necessary and so Engineering fees would need to be increased to accommodate the expense and she recommended moving forward with the inspections.

On a Motion by Mr. Mayotte, seconded by Ms. Streeter, with all in favor, the Board Approved a Not to Exceed Amount of $10,500.00 to Complete All Inspections, for the CFM Community Development District.

Ms. Mackie asked that Mr. Burford provide the proposal to her office.

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Mr. Jones, Jr. asked if Mr. Burford would be keeping an eye on the work being conducted at the conservation areas. Mr. Burford confirmed.

C. District Manager

Ms. Blandon advised that per Florida Statute the District is required, prior to June 1st of each year, to announce the number of registered voters residing within the District as of April 15 of that year. She stated that as of April 15, 2020, there are 469 persons registered to vote residing within the CFM Community Development District, as provided by the Lee County Supervisor of Elections.

Ms. Blandon advised the next meeting of the Board of Supervisors is scheduled for Thursday, June 18, 2020 at 11:30 a.m.

NINTH ORDER OF BUSINESS **Supervisor Requests**

Ms. Blandon opened the floor for Supervisor requests and comments.

Ms. Streeter inquired regarding the request by Mr. Schultz. Ms. Blandon advised hat she will look into the request and provide an update to the Board.

TENTH ORDER OF BUSINESS **Adjournment**

Ms. Blandon advised there is no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Mr. Jones, Jr., seconded by Mr. Mayotte, with all in favor, the Board adjourned the meeting at 12:11 p.m., for the CFM Community Development District.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

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Tab 2

CFM COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operation and Maintenance Expenditures
May 2020
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2020 through May 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **$10,570.40**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hopping Green & Sams	002639	114442	General Legal Services Billed Through 03/31/20	$ 3,008.50
Johnson Engineering Inc	002637	20044888-001-148	General Engineer Services Billed Through 04/12/20	$ 1,203.75
Johnson Engineering Inc	002637	20044888-012 Inv 1	Water Use Monitoring 04/20	$ 600.00
LCEC	002634	6571809552 04/20	Street Lights 3000 Magnolia Landing Ln 04/20	$ 1,678.98
Rizzetta & Company, Inc.	002635	INV00000049283	District Management Fees 05/20	$ 3,816.67
Rizzetta Technology Services, LLC	002636	INV0000005813	Website Hosting & Email Services 05/20	$ 175.00
The Daily Breeze	002640	117156	Legal Advertising 05/13/20	$ 87.50
Report Total				**$ 10,570.40**

CFM COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operation and Maintenance Expenditures
June 2020
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2020 through June 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **$54,185.97**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Dale S. Jones Jr.	002643	DJ052120	Board of Supervisors Meeting 05/21/20	$ 200.00
Earth Tech Environmental, LLC	002651	6137	Quarterly Preserve Maintenance 05/20	$ 27,678.00
Hopping Green & Sams	002655	115137	General Legal Services Billed Through 04/30/20	$ 3,337.06
Johnson Engineering Inc	002642	20044888-001-149	General Engineer Services Billed Through 05/10/20	$ 2,258.75
LCEC	002652	6571809552 05/20	Street Lights 3000 Magnolia Landing Ln 05/20	$ 1,570.33
Leah Popelka	002646	LP052120	Board of Supervisors Meeting 05/21/20	$ 200.00
Magnolia Landing Master Association, Inc.	002644	364	Landscape Maintenance 04/20	$ 3,494.58
Magnolia Landing Master Association, Inc.	002654	365	Landscape Maintenance 05/20	$ 3,494.58
Paul Mayotte	002645	PM052120	Board of Supervisors Meeting 05/21/20	$ 200.00
Rizzetta & Company, Inc.	002647	INV00000050166	District Management Fees 06/20	$ 3,816.67
Rizzetta Technology Services, LLC	002648	INV0000005914	Website Hosting & Email Services 06/20	$ 175.00
Scott Campbell	002641	SC052120	Board of Supervisors Meeting 05/21/20	$ 200.00
Solitude Lake Management LLC	002649	PI-A00405842	Monthly Lake & Pond Service 05/20	$ 2,278.00

CFM Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Solitude Lake Management LLC	002653	PI-A00415754	Perform 3 Midge Treatments at Lakes 29 & 30 05/20	$ 5,083.00
Sue Streeter	002650	SS052120	Board of Supervisors Meeting 05/21/20	$ 200.00
Report Total				**$ 54,185.97**

CFM COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operation and Maintenance Expenditures
July 2020
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2020 through July 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **$102,218.49**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hopping Green & Sams	002664	115513	General Legal Services Billed Through 05/31/20	$ 2,887.50
Johnson Engineering Inc	002656	20044888-001-150	General Engineer Services Billed Through 06/14/20	$ 6,139.89
Johnson Engineering Inc	002656	20044888-013 Inv 1	Wetland Monitoring & Maintenance 06/20	$ 343.75
LCEC	002662	6571809552 06/20	Street Lights 3000 Magnolia Landing Ln 06/20	$ 1,678.98
Magnolia Landing Golf, LLC	002657	1436	Aerator Agreement & Water 06/20	$ 527.50
Magnolia Landing Golf, LLC	002657	1437	Aerator Utility Cost 06/20	$ 1,400.00
Magnolia Landing Golf, LLC	002667	1452	Aerator Agreement & Water 07/20	$ 625.00
Magnolia Landing Golf, LLC	002667	1453	Aerator Utility Cost 07/20	$ 1,400.00
Magnolia Landing Golf, LLC	002668	1466	Sod pallet 07/20	$ 3,910.00
Magnolia Landing Golf, LLC	002668	1467	Speed Limit Sign 07/20	$ 25.00
Magnolia Landing Golf, LLC	002668	1468	Remove Dead Trees 07/20	$ 185.00
Magnolia Landing Golf, LLC	002668	1469	Pine Straw Bales 07/20	$ 4,056.00
Magnolia Landing Master Association, Inc.	002666	366	Landscape Maintenance 06/20	$ 3,494.58

CFM Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
RAK Risk Management, LLC	002665	1823	Environmental Services 6/20	$ 62,400.00
Rizzetta & Company, Inc.	002658	INV00000050773	District Management Fees 07/20	$ 3,816.67
Rizzetta & Company, Inc.	002669	INV0000051325	Mass Mailing 07/20	$ 571.36
Rizzetta Technology Services, LLC	002659	INV0000006015	Website Hosting & Email Services 07/20	$ 175.00
Solitude Lake Management LLC	002660	PI-A00422916	Monthly Lake & Pond Service 06/20	$ 2,278.00
Solitude Lake Management LLC	002670	PI-A00438846	Monthly Lake & Pond Service 07/20	$ 2,278.00
Suntech Electrical Contractors, Inc.	002661	5491-1	Electrical Repair 06/20	$ 3,825.00
The News-Press	002663	0003360931	Legal Ad 05/01//20-05/31/20	$ 201.26
Report Total				**$ 102,218.49**

Tab 3

JOHNSON ENGINEERING

SINCE 1946

Memorandum

To: Brent Burford
From: Greg Thomas
June 8, 2020
Subject: Magnolia Landing "Beware of Alligator" Signs

The purpose of this memo is to review the need for signs alerting residents to the possible presence of alligators within several of the lakes at Magnolia Landing.

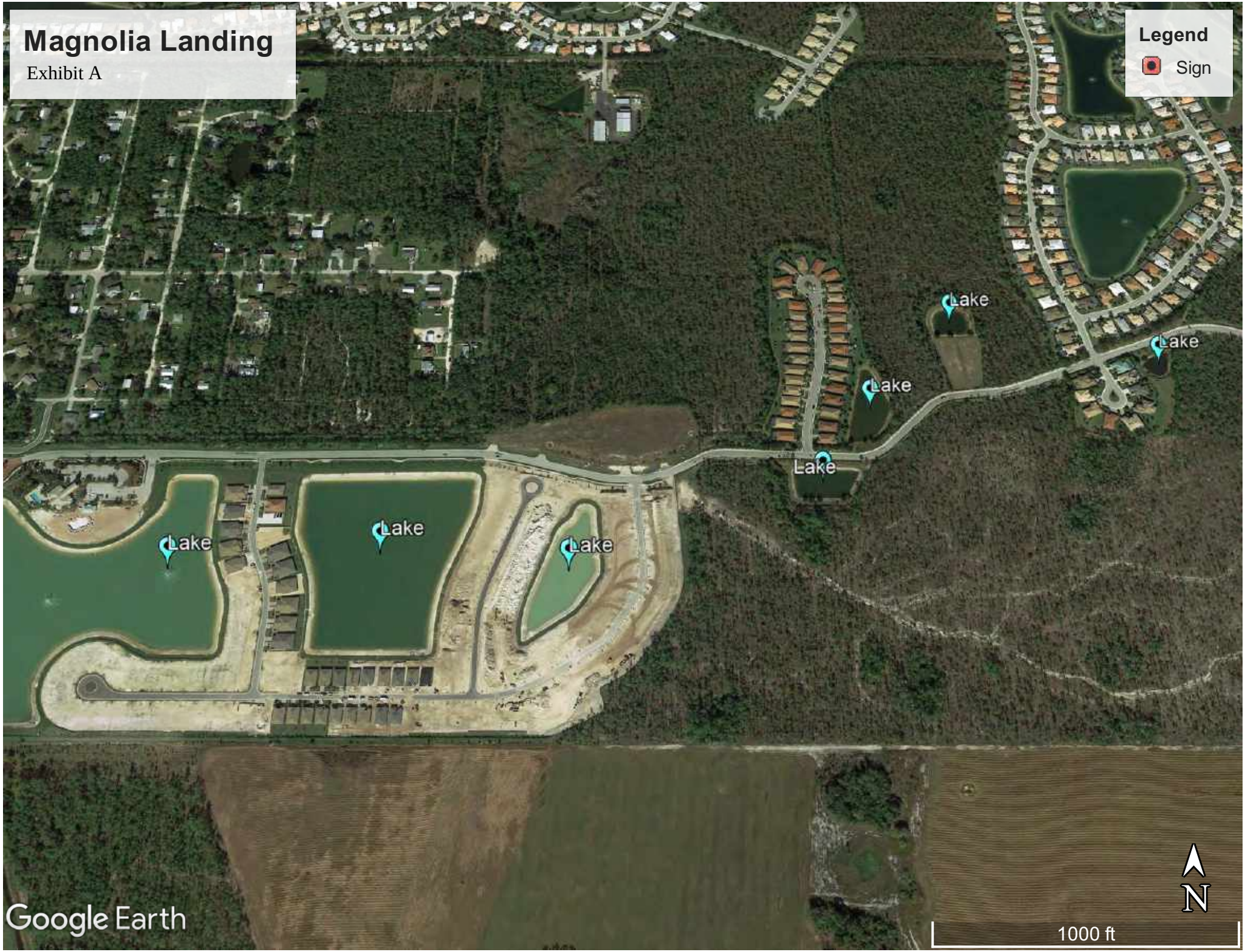
Please refer to **Exhibit A** for an overview of the lakes proposed to receive signs. Please refer to **Exhibit B** for visuals of proposed sign locations along lake banks. Please refer to **Exhibit C** for a representation of one of the many sign options available.

As shown in **Exhibit A**, there are at least 24 lakes throughout Magnolia Landing that would benefit from signs that call attention to the possible dangers associated with them. We have proposed to add signs approximately every 400 feet along lake banks that are easily accessible to residents, as well as along lake banks that are not as easily accessed, but still may be explored by roaming residents (**Exhibit B**).

The sign in **Exhibit C** alerts residents to two present dangers (alligators and snakes) along the lake banks and natural areas. Coincidentally these signs are also one of the cheapest options available online. Approximate dimensions of the sign are 10" x 14" and the website www.signsbysignways.com describes them as being made of UV-protected/laminated (weather resistant) aluminum. Their price on the above referenced website are $11.95/each. The average price for aluminum signs across several websites was $12.00 or more (signs on the other websites were smaller than the sign in **Exhibit C**).

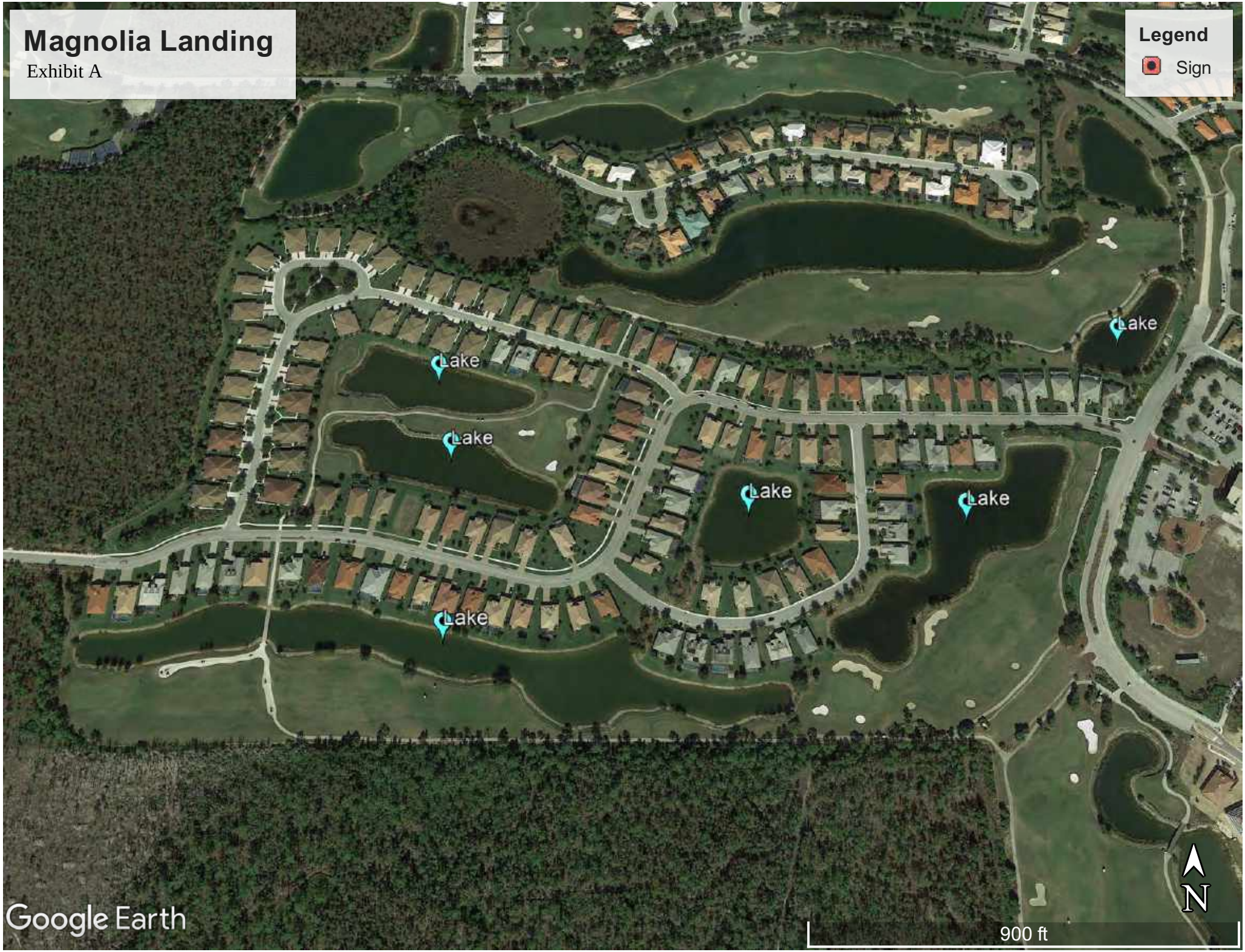
According to the approximation of signs along lake banks shown in **Exhibit B**, there is a need for 55 signs. Please contact me with any questions.

Thank you,
Greg Thomas
Office: (239) 334-2405
Cell: (239) 980-1224


Magnolia Landing
Exhibit A
Legend
Sign
Lake
Lake
Lake
Lake
Lake
Lake
Lake
Google Earth
N
1000 ft

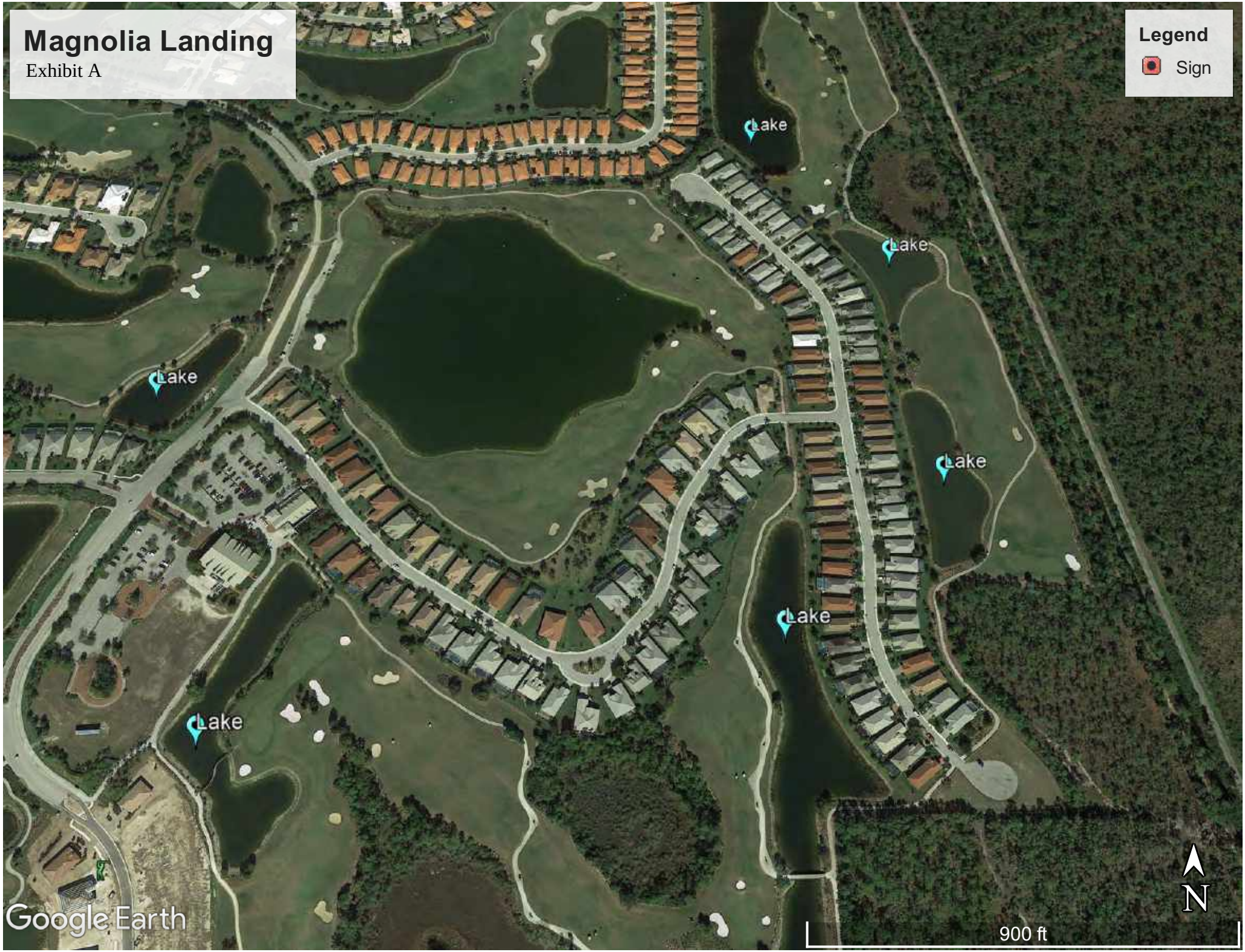
Magnolia Landing

Exhibit A



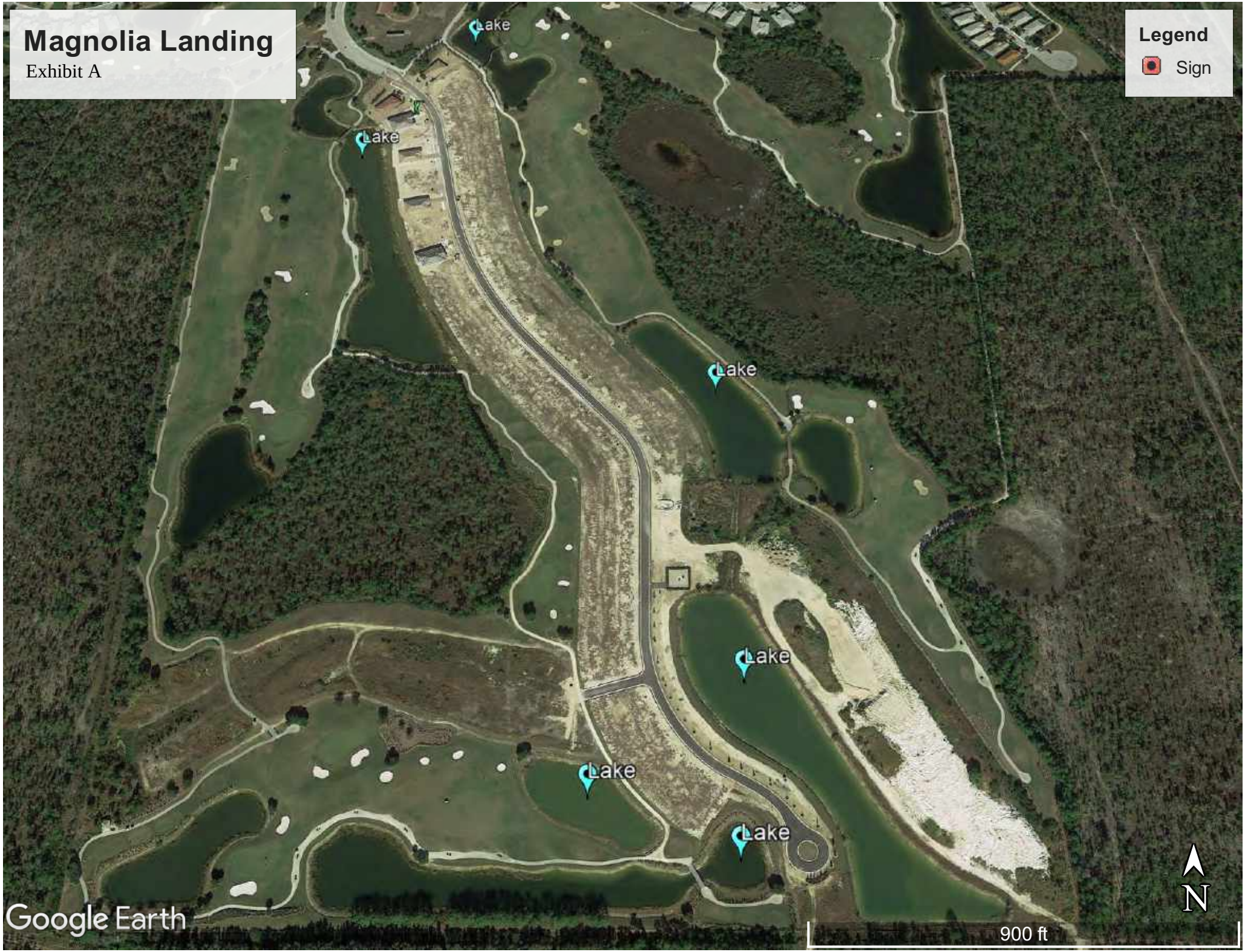
Magnolia Landing

Exhibit A



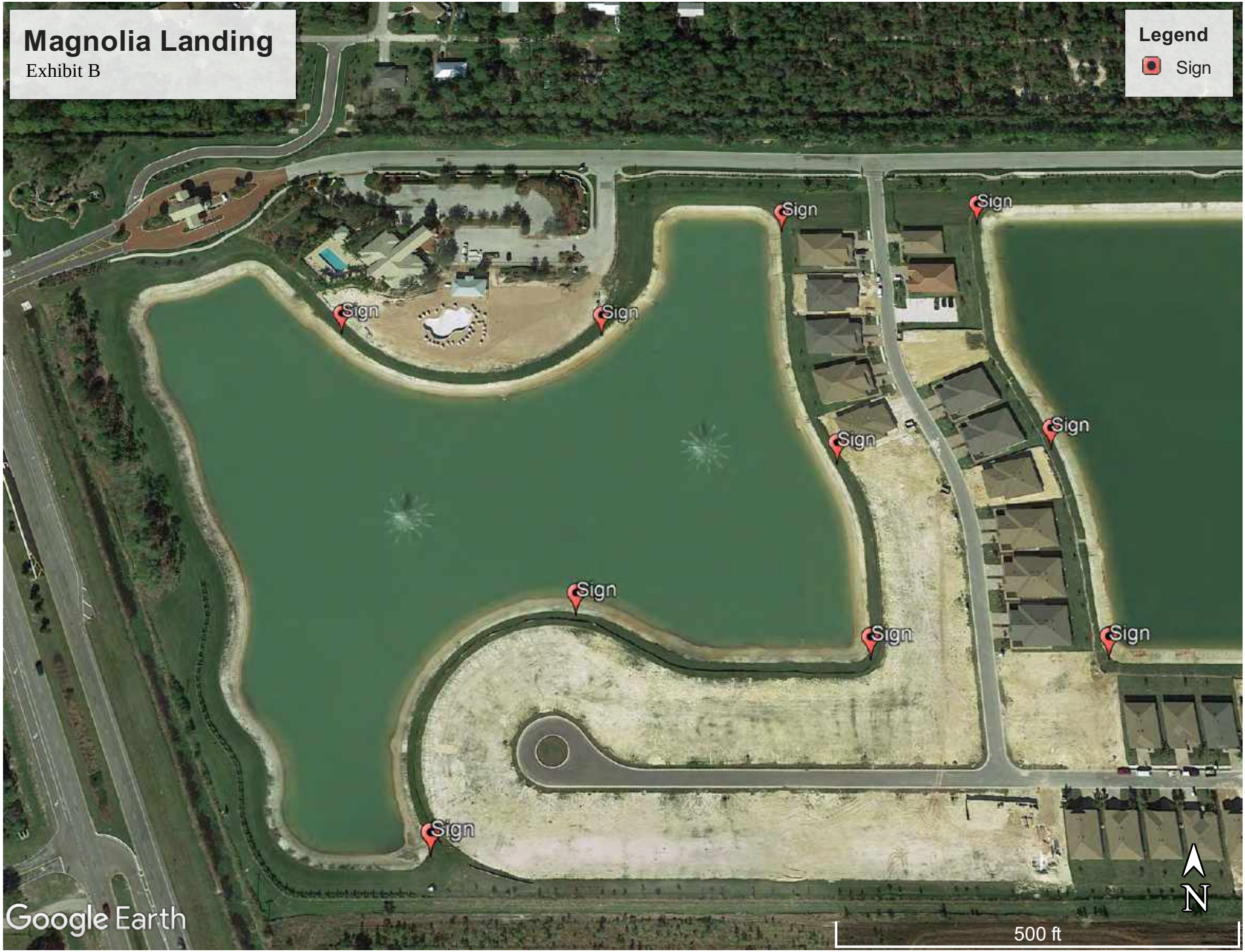
Magnolia Landing

Exhibit A



Magnolia Landing

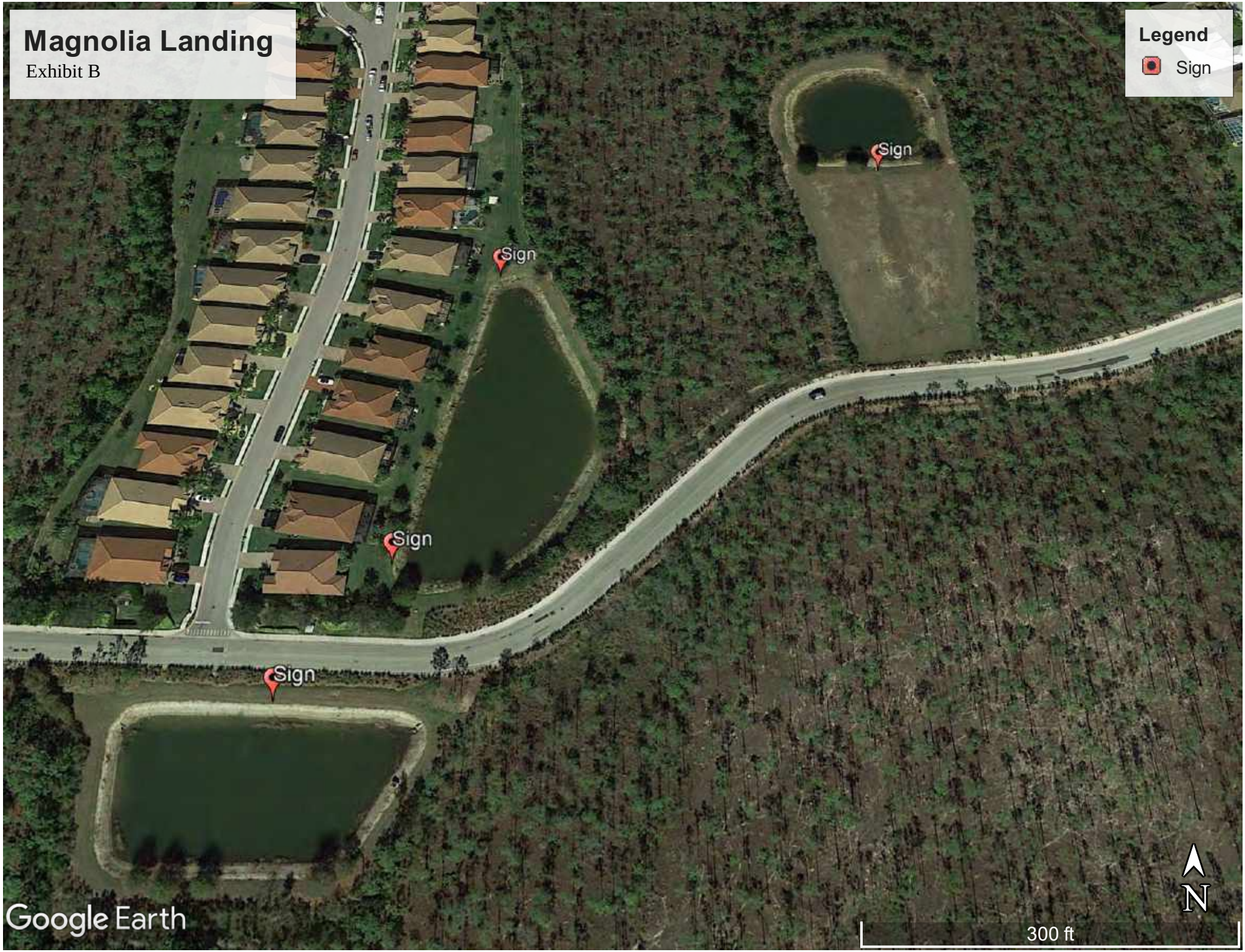
Exhibit B



Magnolia Landing

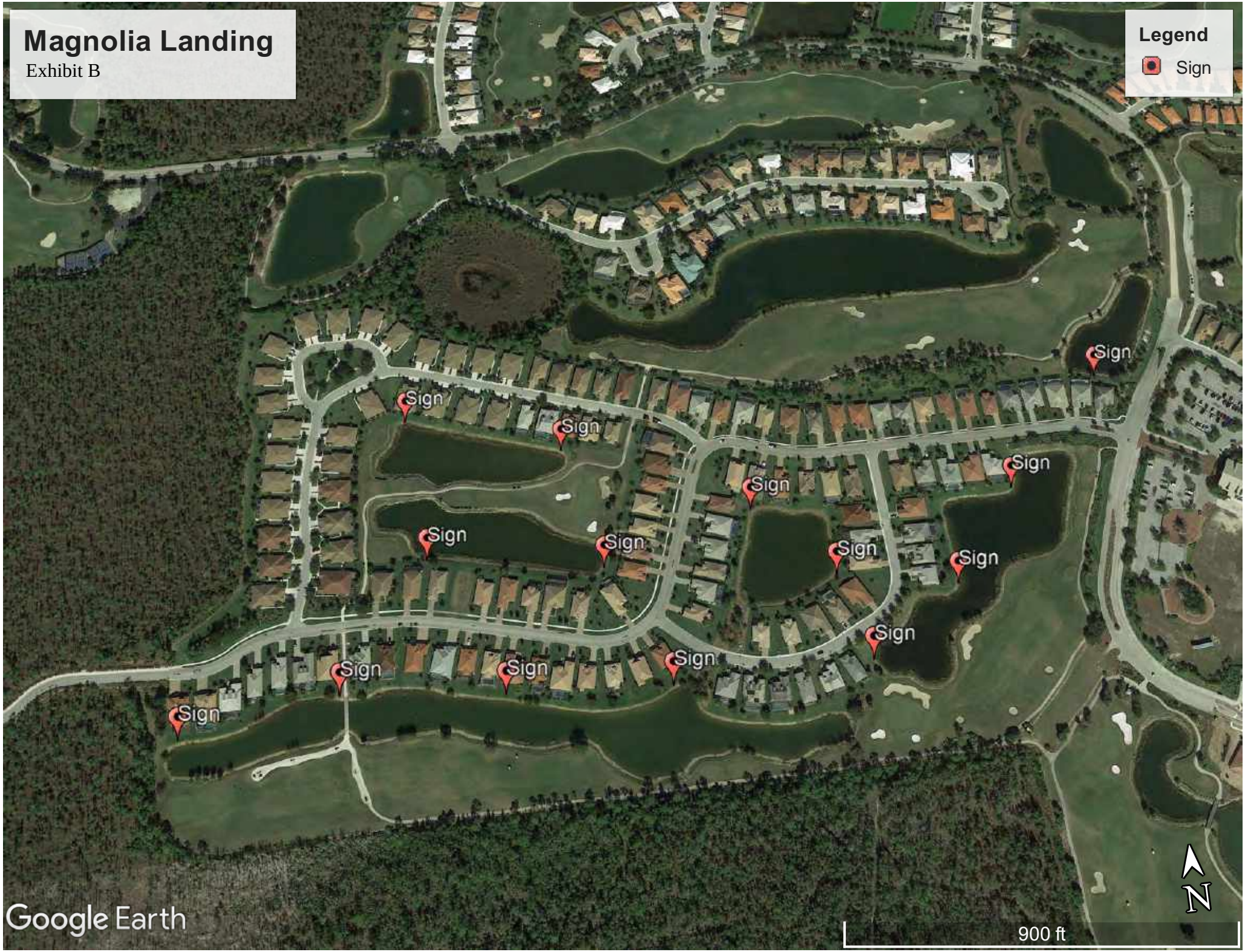
Exhibit B

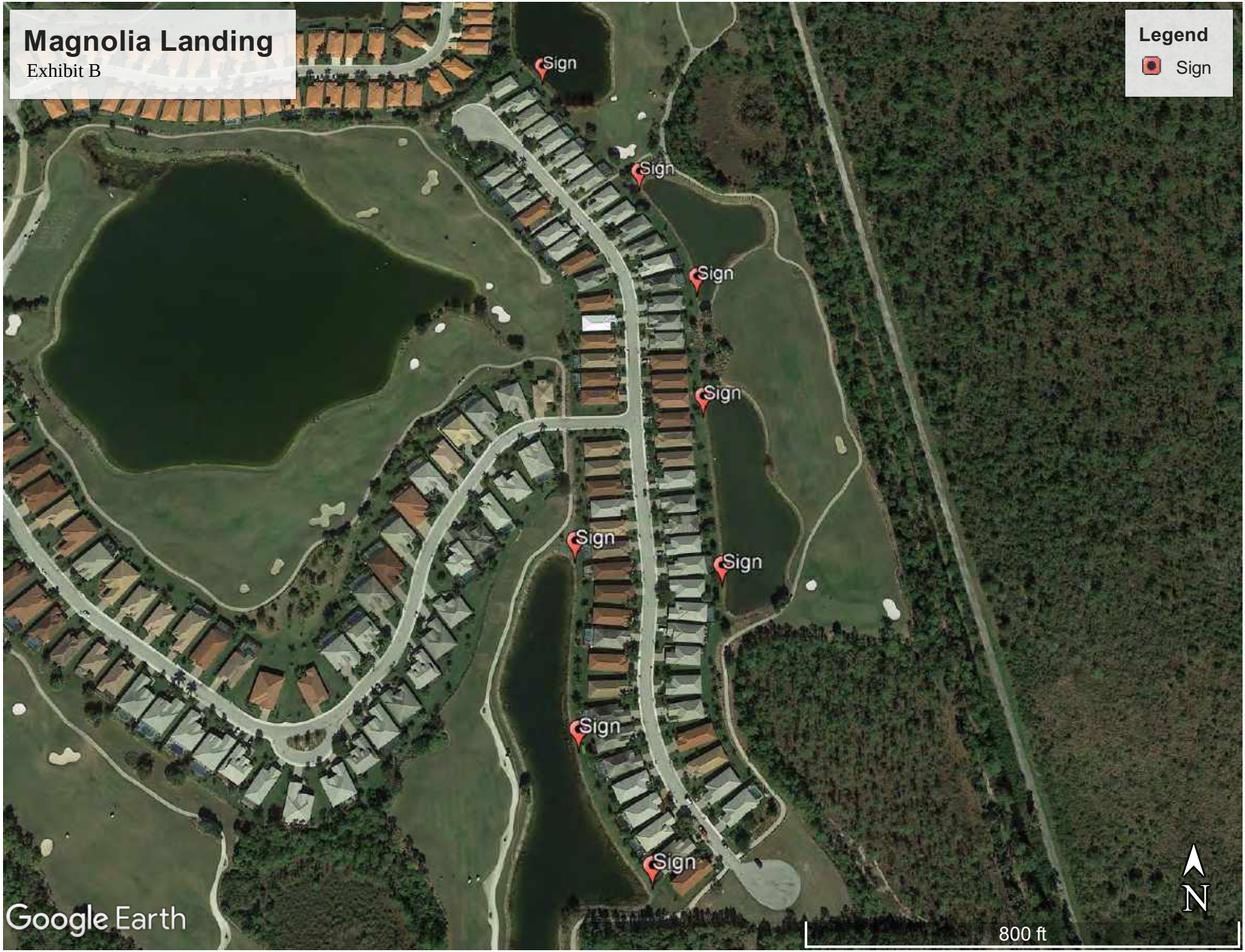
Magnolia Landing
Exhibit B
Legend
Sign
Sign
Google Earth
N
200 ft


Magnolia Landing
Exhibit B
Legend
Sign
Sign
Sign
Sign
Sign
Google Earth
300 ft
N

Magnolia Landing

Exhibit B




Magnolia Landing
Exhibit B
Legend
Sign
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Google Earth
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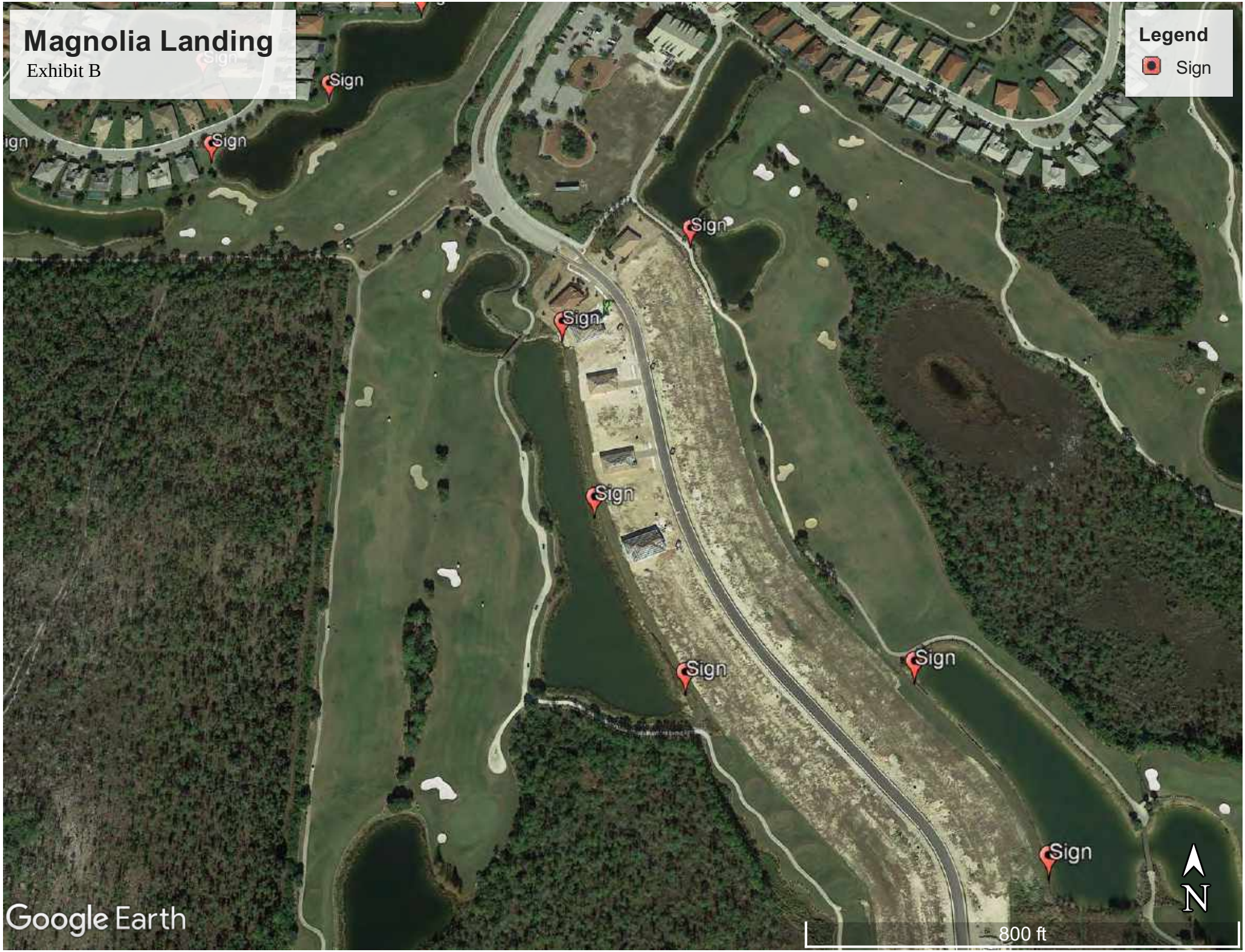
800 ft

Magnolia Landing

Exhibit B



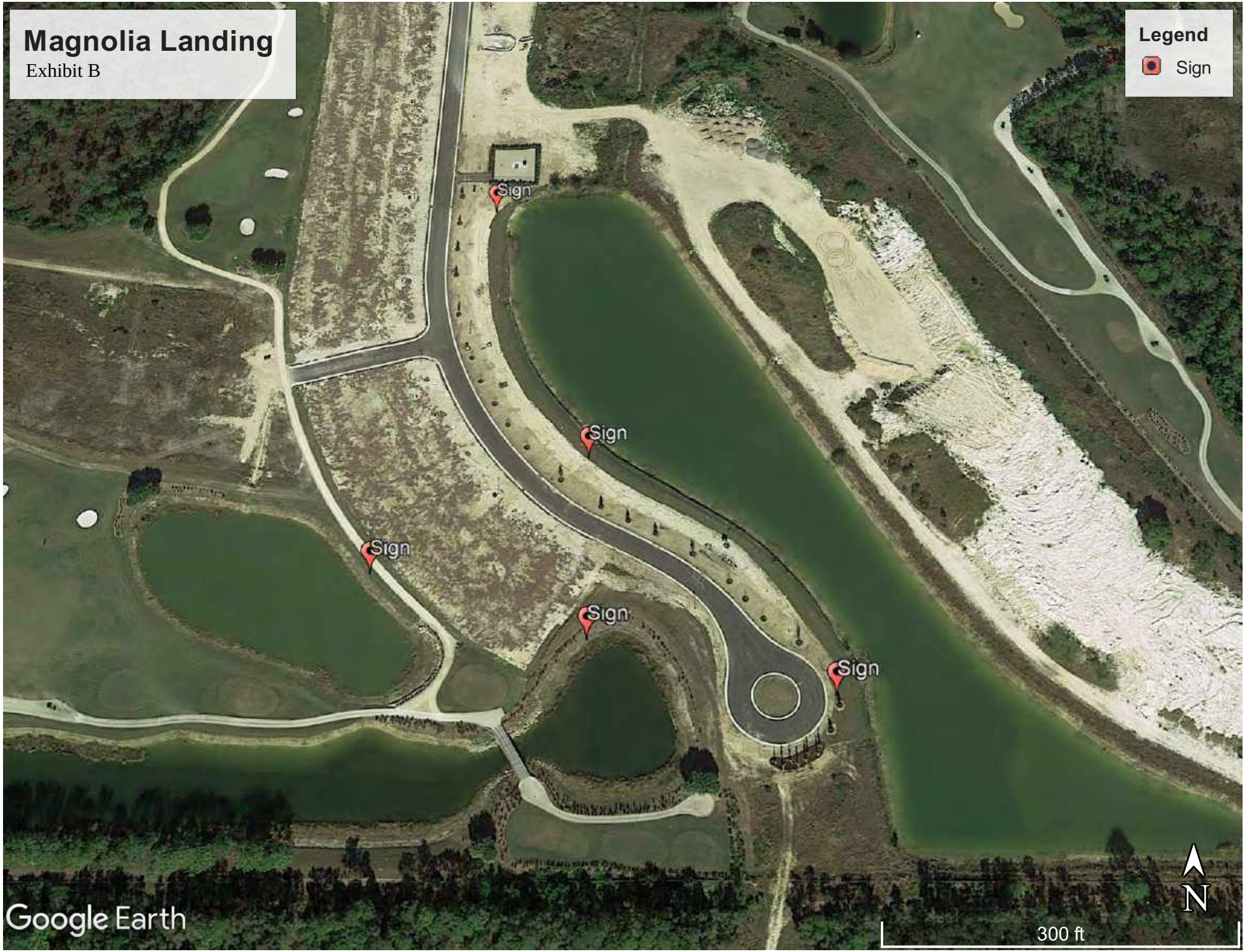

Magnolia Landing
Exhibit B
Legend
Sign
Sign
Sign
Sign
Sign
Sign
Google Earth
N
300 ft

Exhibit C

DANGER
ALLIGATORS AND
SNAKES IN AREA
STAY AWAY
FROM THE WATER
DO NOT FEED
THE WILDLIFE

Proposal

To:
CFM CDD
9530 Market Place Rd Suite 206
Fort Myers, FL 33912
Phone 239.936.0913

Date: July 15, 2020
Quotation #: 2020021
Customer ID: 6014

Quotation valid until: August 14, 2020

For:
Install danger signs around Magnolia Landing lakes

Description	QTY	Unit Price	Ext. Price	Amount
Danger Sign Installation as Marked in Johnson Engineering Memo,				**$ 2,805.00**
Exhibit B, Dated June 8, 2020				
Supply 6' green U-Channel rust-proof sign posts	55.00	$ 31.00	$ 1,705.00	
Install signs provided by CDD to approx. 5' height	55.00	$ 20.00	$ 1,100.00	
		TOTAL		**$ 2,805.00**

Approved by

Date

Signature

Title

THANK YOU FOR YOUR BUSINESS!

CFM CDD ALLIGATOR SIGNS INSTALLATION			
Mettauer Environmental Inc 19741 N River Rd. Alva, FL 33920	SonnyDan Backes Sonny@me-fl.com (863) 673-0522 cell	55- Alligator Signs, Posts, and Installation	**$4,500.00**
Crosscreek Environmental, Inc. 111 Palmview Road	Matt Jones Matt@crosscreekenv.com (863) 279-8711 cell	55- Alligator Signs, Posts, and Installation	**$6,442.35**
Rak Risk Inc PO Box 3287 Auburn, AL 36830	Patrick Summerall patrick@rakrisk.com (239) 910-3602 cell	55- Alligator Signs, Posts, and Installation	**$5,775.00**

Notes:

1) Per District Council maintenance contracts are limited to $195,000 without publicly noticing

Prepared by;
Brent Burford
Project Engineer
Johnson Engineering, Inc.

19741 North River Rd., Alva, FL 33920 · (239) 728-1814 · www.ME-fl.com
Certified General Contractor CGC1523027 · Commercial RUP Applicators: Natural Areas, Aquatic Areas, Right of Way

Contract

__Vegetation Natural Areas	___Storm Water Inspection	___Erosion Repair
_X_ Vegetation Aquatic / Lakes	__Storm Water Desilting	___Planting
___Fountains	___Storm Water Repair / Modification	___Landscaping
___ Aeration	Storm Water Maintenance	Other

July 25, 2020

Magnolia Landing
C/O Johnson Eng.
2122 Johnson St
Fort Myers, FL 33901
ATTN: Brent Burford

239-223-7016 cell

Alligator/Snake Signage Install

Mettauer Environmental, Inc will install an estimated 55 alligator/snake awareness signs and poles throughout Magnolia Landing. The signs will be placed an estimated 400' apart. Signs and poles priced are signs and poles that were called for in the Scope of Work provided. Price includes material and labor.

Total: 4500.00

Schedule: To be determined.

Acceptance Signature of Contract

_____ _____

Authorized Agent Date
Magnolia Landing

Crosscreek Environmental Inc.

111 Palmview Rd
Palmetto, FL 34221

Estimate

Date	Estimate #
7/16/2020	7004

Name / Address
Magnolia Landings Brent Burford US 41, North Fort Myers, Fl 33917

* Estimate Good For 30 Days

Description	Qty	Rate	Total
Supply and Installation of 55 Community Safety Signs around various lakes located in Magnolia Landings.			
Signs will read "Danger Alligators and Snakes in Area, Stay Away From Water, Do Not Feed Wildlife Sign" Size- 10"x14"	55	11.95	657.25
Posts are Heavy Duty Municipal Quality U-Channel Sign Post - 7' tall (3-1/16" Wide)	55	32.82	1,805.10
Installation to occur in the designated areas marked on the map provided by Johnson Engineering. Signs will be spaced out approximately 400 ft	1	3,980.00	3,980.00

Please sign and return if accepted

Total **$6,442.35**

Phone # (941) 479 7811 Fax # (941) 479-7812 admin@crosscreekenv.com www.crosscreekenvironmental.com

From: Patrick Summerall
To: Brent O. Burford
Subject: Re: FW: Alligator Signs - Magnolia Landing
Date: Monday, July 27, 2020 12:49:29 PM

Yes sir

On Mon, Jul 27, 2020 at 11:52 AM Brent O. Burford <bob@johnsoneng.com> wrote:

> $105 each (sign, post and installation)
>
> There are 55 signs that need to be installed.
>
> Total Price $5,775.00
>
> Pat do you agree with this.
>
> **Brent O. Burford, E.I.**
>
> **JOHNSON ENGINEERING, INC.**
>
> 2122 Johnson Street
>
> Fort Myers, Florida 33901
>
> Main Office (239) 334-0046
>
> Fax: (239) 334-3661
>
> Cell: (239) 223-7016
>
> bob@johnsoneng.com
>
> ---
>
> **From:** Patrick Summerall <patrick@rakrisk.com>
> **Sent:** Monday, July 27, 2020 11:11 AM
> **To:** Brent O. Burford <bob@johnsoneng.com>
> **Subject:** Re: FW: Alligator Signs - Magnolia Landing
>
> Brent, can’t find the darn thing but our price per sign is $105ea.

On Mon, Jul 27, 2020 at 7:59 AM Brent O. Burford <bob@johnsoneng.com> wrote:

> I looked back trough my inbox and junk mail and don't see it. Try resending.
>
> **Brent O. Burford, E.I.**
>
> **JOHNSON ENGINEERING, INC.**
>
> 2122 Johnson Street
>
> Fort Myers, Florida 33901
>
> Main Office (239) 334-0046
>
> Fax: (239) 334-3661
>
> Cell: (239) 223-7016
>
> bob@johnsoneng.com
>
> ---
>
> **From:** Patrick Summerall <patrick@rakrisk.com>
> **Sent:** Monday, July 27, 2020 7:54 AM
> **To:** Brent O. Burford <bob@johnsoneng.com>
> **Subject:** Re: FW: Alligator Signs - Magnolia Landing
>
> Yes. Not sure why you didn't get it. I sent it last week. I'll see what happened when I get stopped.
>
> On Mon, Jul 27, 2020 at 7:50 AM Brent O. Burford <bob@johnsoneng.com> wrote:
>
> > Pat,
> >
> > Will you be providing a quote for the installation of the alligator signs. I have to get this to the CDD manager today.
> >
> > Thanks,
> >
> > **Brent O. Burford, E.I.**
> >
> > **JOHNSON ENGINEERING, INC.**

2122 Johnson Street

Fort Myers, Florida 33901

Main Office (239) 334-0046

Fax: (239) 334-3661

Cell: (239) 223-7016

bob@johnsoneng.com

From: Brent O. Burford
Sent: Thursday, July 16, 2020 9:02 AM
To: Patrick Summerall <patrick@rakrisk.com>
Subject: FW: Alligator Signs - Magnolia Landing

https://www.myparkingsign.com/Parking-Signs-Accessories/U-Channel-Sign-Posts/SKU-K-153-7K

Pat quote me the post in the link above.

Brent O. Burford, E.I.

JOHNSON ENGINEERING, INC.

2122 Johnson Street

Fort Myers, Florida 33901

Main Office (239) 334-0046

Fax: (239) 334-3661

Cell: (239) 223-7016

bob@johnsoneng.com

From: Brent O. Burford
Sent: Wednesday, July 15, 2020 12:03 PM
To: Patrick Summerall <patrick@rakrisk.com>
Subject: Alligator Signs - Magnolia Landing

Pat

Have you had a chance to get me a price for installing alligator warning signs at Magnolia Landing.

Brent O. Burford, E.I.

JOHNSON ENGINEERING, INC.

2122 Johnson Street

Fort Myers, Florida 33901

Main Office (239) 334-0046

Fax: (239) 334-3661

Cell: (239) 223-7016

bob@johnsoneng.com

Tab 4

LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

April 30, 2020

CFM Community Development District
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to CFM Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- $42,940,000 CFM Community Development District Capital Improvement Revenue Bonds, Series 2004A and Series 2004B

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ending April 30, 2020, April 30, 2021, and April 30, 2022 is $1,500, which is $500 each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

By: Linda L. Scott

Linda L. Scott, CPA

AGREED AND ACCEPTED:
CFM Community Development District

By: _____

Print Name _____

Title _____

Date: _____

Tab 5

SERVICES CONTRACT

CUSTOMER NAME: Belinda Blandon
PROPERTY NAME: CFM-CDD Magnolia Landing
CONTRACT EFFECTIVE DATE: August 1, 2020 through July 31, 2021
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator
SPECIFICATIONS: Twenty-Eight (28) Lakes (approximately 89.12 Acres) located in Fort Myers, FL.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is $28,152.00. SOLitude shall invoice Customer $2,346.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.
The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

CFM CDD-MAGNOLIA LANDING

By: _____

Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

_____

_____

_____

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SCHEDULE A – ANNUAL MANAGEMENT SERVICES

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
    - Water levels
    - Water clarity or quality
    - Turbidity
    - Beneficial Aquatic Vegetation
    - Nuisance, Invasive, or Exotic Aquatic Vegetation
    - Algae
    - Erosion
    - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
    - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a *two (2) times per month* basis during the months of *August through July*.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

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Shoreline Weed Control:

1. Shoreline areas will be inspected on a *two (2) times per month* basis during the months of *August through July*.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Water Quality Monitoring:

1. Lake water samples will be taken and tested one (1) per year for the following parameters:

   Temperature Dissolved Oxygen
   pH

1. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
2. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Lake Algae Control:

1. Lake(s) will be inspected on a *two (2) times per month* basis during the months of *August through July*.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Customer Responsibilities:

1. Customer will be responsible for the following:
   a. Compliance and enforcement of temporary water-use restrictions where applicable.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Tab 6

LCEC Account Number: 6571809552

Street/Security Lighting Agreement

In accordance with the following terms and conditions, CFM COMMUNITY DEVELOPMENT DISTRICT, (hereinafter called the Customer), located at 12750 CITRUS PARK LN, STE 115, TAMPA, FL 33625 requests on this 31ST day of JULY, 2020 from Lee County Electric Cooperative, Inc. (hereinafter called LCEC), a non-profit corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at MAGNOLIA LANDING LIGHTS, located in LEE County, Florida.

(a) Installation and/or removal of LCEC-owned facilities described as follows;

20091 FIDDLEWOOD AVE

Lights Installed		Poles Installed	
Fixture Type	# Installed		
150 WATT HPS	16		

MAGNOLIA LANDING PHASE 2

Lights Installed		Poles Installed	
Fixture Type	# Installed	Pole Type	# Installed
150 WATT HPS	4		

MAGNOLIA LANDINGS PHASE 3

Lights Installed		Poles Installed	
Fixture Type	# Installed	Pole Type	# Installed
150 WATT HPS	12		

(b) Modification to existing facilities other than described above (explain fully): New Street Lighting Agreement.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

LCEC AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement.

For the purposes of this agreement, LCEC shall charge and collect for electric lighting service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

Monthly Rate:

The monthly rate is subject to change.

Energy	Fixture	Pole	Total
$6.74	$14.17	$12.75	$33.66 per light

Power Cost Adjustment:

The amount computed at the above rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the LCEC power cost adjustment clause which is part of this rate schedule.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the Lee County Electric Cooperative, Inc.'s power cost adjustment clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Lee County Electric Cooperative, Inc.'s tax adjustment clause which is a part of this rate schedule.

THE CUSTOMER AGREES:

1.

☐ Customer is the owner of the real property upon which the requested facility is to be located.

☒ Customer is the Homeowners Association or the Developer of the property upon which the requested facility is to be located.

☐ Customer is duly authorized to enter into this Agreement, grant permission for the facility to be located upon the property and agrees to abide by all terms and conditions of this Agreement including payment.

2. To pay a connection fee in the amount of $0.00 for the light, along with the Cost in Aid of Construction fee in the amount of $ 0.00 prior to LCEC's initiating the requested installation or modification.

3. To purchase from LCEC all of the electric energy used for the operation of the Street Lighting System.

4. To be responsible for paying, when due, all bills rendered by LCEC pursuant to LCEC's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

5. If requested by LCEC to provide access, final grading and good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-LCEC underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of LCEC facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by LCEC to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

1. Modifications to the facilities provided by LCEC under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of LCEC street lighting facilities is defined as the following:

a) the addition of street lighting facilities:
b) the removal of street lighting facilities; and
c) the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in LCEC's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

2. LCEC will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of LCEC street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

3. LCEC may, at any time; substitute for any luminaries/lamp installed hereunder another luminaries/lamp which shall be of at least equal illuminating capacity and efficiency.

4. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

5. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to LCEC an amount equal to the original installed cost of the facilities provided by LCEC under this agreement less any salvage value and any depreciation, plus removal costs.

6. LCEC will not be required to install equipment at any location where the service may be objectionable to others. If it is found that the light is objectionable after it is installed, LCEC may at its option terminate the service.

7. The lighting equipment shall remain the property of the LCEC. The customer shall protect the lighting equipment from deliberate damage. The customer shall reimburse the Lee County Electric Cooperative, Inc., for the cost of maintenance which is caused by vandalism

8. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, LCEC may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of LCEC to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by LCEC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

9. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and LCEC shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of LCEC, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its distribution or other electrical equipment.

10. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and LCEC, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by LCEC to third parties.

11. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and LCEC.

12. This Agreement is subject to LCEC's currently effective Tariff on file with Florida Public Service Commission (FPSC), including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC. In the event of any conflict between the terms of this Agreement and the provisions of the LCEC Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

13. Attorney's Fees and Costs. in the event of any dispute regarding the construction or enforcement of the terms of this Agreement, or any other dispute arising from this Agreement, the prevailing party in any resulting litigation shall be entitled to recover from the non-prevailing party, in addition to whatever other relief may be awarded, all legal expenses and attorney’s fees incurred by the prevailing party, whether at trial or on appeal.

14. Venue. This Agreement is entered into in Lee County Florida, and any litigation arising out of this Agreement shall be brought in the Court of competent jurisdiction in and for Lee County, Florida

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representative to be effective as of the day and year first written above.

Charges and Terms Accepted:

CFM COMMUNITY DEVELOPMENT DISTRICT
Customer (Print or Type Name or Organization)

Account # 6571809552

By: _____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title: _____

LEE COUNTY ELECTRIC COOPERATIVE, INC.

By: _____
(Signature)

_____
(Print or Type Name)

Title: _____

Please return with payment or pay online at: www.LCEC.net and click "PAY NOW"
LCEC
433 N 15th St.
Immokalee, FL 34142
Email: BusinessAccountsTeam@lcec.net
Fax: 239-995-4287

Tab 7

CFM CDD
2020 Conservation Area Maintenance RFP Responses

Earth Tech Environmental 10600 Jolea Avenue Bonita Springs, FL 34135	Donn Brown donnb@eteflorida.com	Bi-annual Maintenance	212.3 acres	$36,000.00	
		Quarterly Maintenance	263.6 acres	$110,000.00	
		Optional Native Tree Buffer	0.6 acres	$2,000.00	
		w/o Optional Tree Buffer	475.9 acres	**$146,000.00**	**Total Per Year**
		w/ Optional Tree Buffer	476.5 acres	**$148,000.00**	**Total Per Year**
Solitude Lake Management 3842 Ironbridge Blvd., Unit 2, Fort Myers FL 33916	Jeff Moding JModing@solitudelake.com (239) 229-8284 cell	Bi-annual Maintenance	212.3 acres	$21,000.00	
		Quarterly Maintenance	263.6 acres	$72,800.00	
		Optional Native Tree Buffer	0.6 acres	$750.00	
		w/o Optional Tree Buffer	475.9 acres	**$93,800.00**	**Total Per Year**
		w/ Optional Tree Buffer	476.5 acres	**$94,550.00**	**Total Per Year**
EarthBalance 2570 Commerce Parkway North Port FL 34289	Zack Schnoke/Erik Sandsmark zschnoke@earthbalance.com esandsmark@earthbalance.co	Bi-annual Maintenance	212.3 acres	$25,000.00	
		Quarterly Maintenance	263.6 acres	$39,200.00	
		Optional Native Tree Buffer	0.6 acres	$2,250.00	
		w/o Optional Tree Buffer	475.9 acres	**$64,200.00**	**Total Per Year**
		w/ Optional Tree Buffer	476.5 acres	**$66,450.00**	**Total Per Year**
Mettauer Environmental Inc 19741 N River Rd. Alva FL 33920	SonnyDan Backes Sonny@me-fl.com (863) 673-0522 cell	Bi-annual Maintenance	212.3 acres	$13,360.00	
		Quarterly Maintenance	263.6 acres	$41,003.00	
		Optional Native Tree Buffer	0.6 acres	$3,450.00	
		w/o Optional Tree Buffer	475.9 acres	**$54,363.00**	**Total Per Year**
		w/ Optional Tree Buffer	476.5 acres	**$57,813.00**	**Total Per Year**
Sandhill Environmental Services, LLC 5980 SE CR 760 Arcadia FL	Tanner South tanner@sandhillgrowers.com (863) 303-7782 cell	Bi-annual Maintenance	212.3 acres	$93,412.00	
		Quarterly Maintenance	263.6 acres	$189,792.00	
		Optional Native Tree Buffer	0.6 acres	$1,600.00	
		w/o Optional Tree Buffer	475.9 acres	**$283,204.00**	**Total Per Year**
		w/ Optional Tree Buffer	476.5 acres	**$284,804.00**	**Total Per Year**
Woods and Wetlands Inc 18731 Durrance Rd North Fort Myers FL 33917	Cory O'Meara/David Quinlan cory@woodsandwetlands.co m (239) 994-4740 cell	Bi-annual Maintenance	212.3 acres	No Bid	
		Quarterly Maintenance	263.6 acres	No Bid	
		Optional Native Tree Buffer	0.6 acres	No Bid	
		w/o Optional Tree Buffer	475.9 acres	No Bid	**Total Per Year**
		w/ Optional Tree Buffer	476.5 acres	No Bid	**Total Per Year**
Rak Risk Inc PO Box 3287 Auburn, AL 36830	Patrick Summerall patrick@rakrisk.com (239) 910-3602 cell	Bi-annual Maintenance	212.3 acres	$44,583.00	
		Quarterly Maintenance	263.6 acres	$90,151.20	
		Optional Native Tree Buffer	0.6 acres	$2,400.00	
		w/o Optional Tree Buffer	475.9 acres	**$134,734.20**	**Total Per Year**
		w/ Optional Tree Buffer	476.5 acres	**$137,134.20**	**Total Per Year**

Notes:
1) Per District Council maintenance contracts are limited to $195,000 without publicly noticing

Prepared by;
Brent Burford
Project Engineer
Johnson Engineering, Inc.

CFM Community Development District
2020 Conservation Area Maintenance

Area Identification		Acres	Bid Cost per Year
Bi-annual treatment		212.3	$36,000.00
Quarterly treatment		263.6	$110,000.00
	Total acres	**475.9**	
Optional (Bi-annual treatment of Native Tree Buffer)		0.6	$2,000.00
	Total acres	**0.6**	
Total Cost per Year without Option			$146,000.00
Total Cost per Year with Option			$148,000.00

** PLEASE SEE ATTACHED SUPPORTING DOCUMENTATION **

Bid Preparer:

PRESIDENT, EARTH TECH ENVIRONMENTAL, LLC

Date: JUNE 26, 2020

Revised 01/25/18 to reflect 6.6 acres from Bi-Annual to Quarterly Maintenance (CA #31)

EARTH TECH ENVIRONMENTAL
10600 Jolea Avenue
Bonita Springs, FL 34135 US
(239) 304-0030
www.eteflorida.com

Estimate

ADDRESS
CFM Community Development District
c/o Rizzetta & Company
9530 Marketplace Road
Suite 206
Ft. Myers, FL 33912

ESTIMATE # 2531
DATE 06/26/2020
EXPIRATION DATE 03/31/2020

PROJECT	PROJECT MANAGER	PROJECT NO.
CFM CDD	donnb@eteflonda.com	190228.0

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Ecosystem Restoration/ Maint Tasks:Semi Annual Preserve Maintenance Task 1.0 Bi-Annual Preserve Maintenance: Earth Tech Environmental LLC will provide the below-listed services within ± 212.30 acres of designated preserve areas associated with CFM Community Development District. Exotic and nuisance vegetation maintenance will include the hand removal of all nuisance vegetation and Category I and II exotic species found on the most current Florida Exotic Plant Pest Council (EPPC) List of Invasive Species. Exotic and nuisance vegetation to be eradicated includes, but is not limited to, Brazilian pepper (Schinus terebinthifolius), melaleuca (Melaleuca quinquenervia), earleaf acacia (Acacia auriculiformis), Old World climbing fern (Lygodium microphyllum), Caesarweed (Urena lobata), climbing cassia (Senna pendula), primrose willow (Ludwigia peruviana), white vine (Sarcostemma clausum), torpedo grass (Panicum repens), and climbing hempweed (Mikania scandens). A licensed herbicide applicator will supervise all herbicide applications to ensure the activities are conducted in accordance with label requirements and state or local regulations. Methods of exotic and nuisance vegetation eradication may include: 1. Hand pulling of seedlings and small saplings. 2. Foliar herbicide application with tracer dye. 3. Killing in place of melaleuca greater than 4-inches diameter at breast height (DBH). 4. Hand cutting exotic vegetation within 12 inches from the ground, removal of cut slash (cut slash must be no greater than four feet in length if placed in existing burn piles), and treatment of the remaining stump with an approved herbicide and tracer dye.	2	18,000.00	36,000.00
	Preserve Maintenance Quarterly Task 2.0 Quarterly Preserve Maintenance: Earth Tech	4	27,500.00	110,000.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Environmental LLC will provide the below-listed services within ± 263.60 acres of designated preserve areas associated with CFM Community Development District. Exotic and nuisance vegetation maintenance will include the hand removal of all nuisance vegetation and Category I and II exotic species found on the most current Florida Exotic Plant Pest Council (EPPC) List of Invasive Species. Exotic and nuisance vegetation to be eradicated includes, but is not limited to, Brazilian pepper (Schinus terebinthifolius), melaleuca (Melaleuca quinquenervia), earleaf acacia (Acacia auriculiformis), Old World climbing fern (Lygodium microphyllum), Caesarweed (Urena lobata), climbing cassia (Senna pendula), primrose willow (Ludwigia peruviana), white vine (Sarcostemma clausum), torpedo grass (Panicum repens), and climbing hempweed (Mikania scandens). A licensed herbicide applicator will supervise all herbicide applications to ensure the activities are conducted in accordance with label requirements and state or local regulations. Methods of exotic and nuisance vegetation eradication may include: 1. Hand pulling of seedlings and small saplings. 2. Foliar herbicide application with tracer dye. 3. Killing in place of melaleuca greater than 4-inches diameter at breast height (DBH). 4. Hand cutting exotic vegetation within 12 inches from the ground, removal of cut slash (cut slash must be no greater than four feet in length if placed in existing burn piles), and treatment of the remaining stump with an approved herbicide and tracer dye. PLEASE NOTE: The Area Exempt From Treatment within Conservation Area 31 will not be included within the scope of services for Task 2.0 Quarterly Preserve Maintenance (see exhibit).			
	Ecosystem Restoration/ Maint Tasks:Preserve Maintenance Task 3.0 Bi-Annual Treatment of Native Tree Buffer: Earth Tech Environmental LLC will provide the below-listed services within ± 0.60 acres of designated tree buffer area associated with CFM Community Development District. Exotic and nuisance vegetation maintenance will include the hand removal of all nuisance vegetation and Category I and II exotic species found on the most current Florida Exotic Plant Pest Council (EPPC) List of Invasive Species. Exotic and nuisance vegetation to be eradicated includes, but is not limited to, Brazilian pepper (Schinus terebinthifolius), melaleuca (Melaleuca quinquenervia), earleaf acacia (Acacia auriculiformis), Old World climbing fern (Lygodium microphyllum), Caesarweed (Urena lobata), climbing cassia (Senna pendula), primrose willow (Ludwigia peruviana), white vine (Sarcostemma clausum), torpedo grass (Panicum repens), and climbing hempweed (Mikania scandens). A licensed herbicide applicator will supervise all herbicide applications to ensure the activities are conducted in accordance with label requirements and state or local regulations. Methods of exotic and nuisance vegetation eradication may include: 1. Hand pulling of seedlings and small saplings. 2. Foliar herbicide application with tracer dye. 3. Killing in place of melaleuca greater than 4-inches diameter at breast height (DBH). 4. Hand cutting exotic vegetation within 12 inches from the ground, removal of cut slash (cut slash must be no greater than four feet in	2	1,000.00	2,000.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	length if placed in existing burn piles), and treatment of the remaining stump with an approved herbicide and tracer dye. PLEASE NOTE: The Area Exempt From Treatment within Conservation Area 31 will not be included within the scope of services for Task 2.0 Quarterly Preserve Maintenance (see exhibit).			

Earth Tech Environmental LLC will provide the above-listed environmental services within CFM Community Development District. If you agree to these services please send a signed copy of this proposal to donnb@eteflorida.com for work to be scheduled.

TOTAL **$148,000.00**

Accepted By

Accepted Date

CFM CDD
Magnolia Landing
Lee County, Florida

EARTH TECH ENVIRONMENTAL, LLC
10000 JOLEA AVENUE
BONITA SPRINGS, FL 34135
PHONE (239) 304-0030
WWW.ETEFLORIDA.COM

SHEET NO.	DATE	PROJECT NO	SCALE
1	02/07/20	N/A	AS SHOWN

Tracking Map

Document Path: G:\ETEnv Documents\PROJECTS\LEE\CFM Preserve Maintenance\2019 CFM CDD Bi\GIS\Tracking Map.mxd

CFM Community Development District
2020 Conservation Area Maintenance

Scope

The CFM CDD has 212.3 acres for bi-annual treatment (includes HG-F and HG-L) and 263.6 acres for quarterly treatment, see attached Conservation Area Exhibit, of Conservation Area requiring ongoing maintenance of exotic and nuisance vegetation for compliance to South Florida Water Management recorded easements. The goal of the maintenance activity is to result in total coverage of exotic (EPPC Category I and II species) and nuisance plant species to be no more than 5% total coverage as determined by qualified environmental professionals.

CFM CDD is also requesting an optional bid for the bi-annual maintenance of the native tree buffer (0.6 acres) in Parcel "A" that as a requirement of Development Order DOS2017-00019 is to be maintained free of exotics.

Conservation Areas Exotic and Nuisance Vegetation Removal:

Exotic and nuisance vegetation eradication will include the hand removal of all nuisance vegetation and Category I and II exotic species found on the most current Florida Exotic Plant Pest Council (EPPC) List of Invasive Species. Exotic and nuisance vegetation to be eradicated includes, but is not limited to, Brazilian pepper (*Schinus terebinthifolius*), melaleuca (*Melaleuca quinquenervia*), earleaf acacia (*Acacia auriculiformis*), Old World climbing fern (*Lygodium microphyllum*), Caesarweed (*Urena lobata*), climbing cassia (*Senna pendula*), primrose willow (*Ludwigia peruviana*), white vine (*Sarcostemma clausum*), torpedo grass (*Panicum repens*), and climbing hempweed (*Mikania scandens*).

A licensed herbicide applicator will supervise all herbicide applications to ensure the activities are conducted in accordance with label requirements and state or local regulations. Methods of exotic and nuisance vegetation eradication may include:

1. Hand pulling of seedlings and small saplings;
2. Foliar herbicide application with tracer dye;
3. Killing in place of melaleuca greater than 4-inches diameter at breast height (DBH);
4. Hand cutting exotic vegetation within 12 inches from the ground, removal of cut slash (cut slash must be no greater than four feet in length if placed in existing burn piles), and treatment of the remaining stump with an approved herbicide and tracer dye.

All cut exotics greater than one-inch diameter will be removed from the site.

Optional Native Tree Buffer Exotic and Nuisance Vegetation Removal:

Exotic and nuisance vegetation eradication of the Native Tree Buffer will follow item #13 of the Statutory Landscape Notes as shown on Sheet L05 of the Lee County approved landscape plans (DOS2017-00019), see attached.

Brent Burford, E.I.
Johnson Engineering, Inc.
239-334-0046

CFM Community Development District
2020 Conservation Area Maintenance

Area Identification		Acres	Bid Cost per Year
Bi-annual treatment		212.3	$21,000.00
Quarterly treatment		263.6	$72,800.00
	Total acres	**475.9**	
Optional (Bi-annual treatment of Native Tree Buffer)		0.6	$750.00
	Total acres	**0.6**	
Total Cost per Year without Option			$93,800.00
Total Cost per Year with Option			$94,550.00

Bid Preparer:

William R Kurth

Date: 6/25/2020

Revised 01/25/18 to reflect 6.6 acres from Bi-Annual to Quarterly Maintenance (CA #31)

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: Brent Burford #239-334-0046 bburford@johnsoneng.com
PROPERTY NAME: CFM Magnolia Landing CDD
CONTRACT EFFECTIVE DATE: July 1, 2020 through June 30, 2021
SUBMITTED BY:

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **$72,800.00**. SOLitude shall invoice Customer **$18,200.00 QUARTERLY** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in four (4) equal QUARTERLY payments due by the last day of each Treatment month. As a courtesy, the customer will be invoiced on the first day of each treatment month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each quarterlycontract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.
The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

CFM Magnolia CDD

By: _____

Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

2122 Johnson Street Fort Myers, FL 33901

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SŌLITUDE
LAKE MANAGEMENT

SCHEDULE A - TREATMENT SERVICES

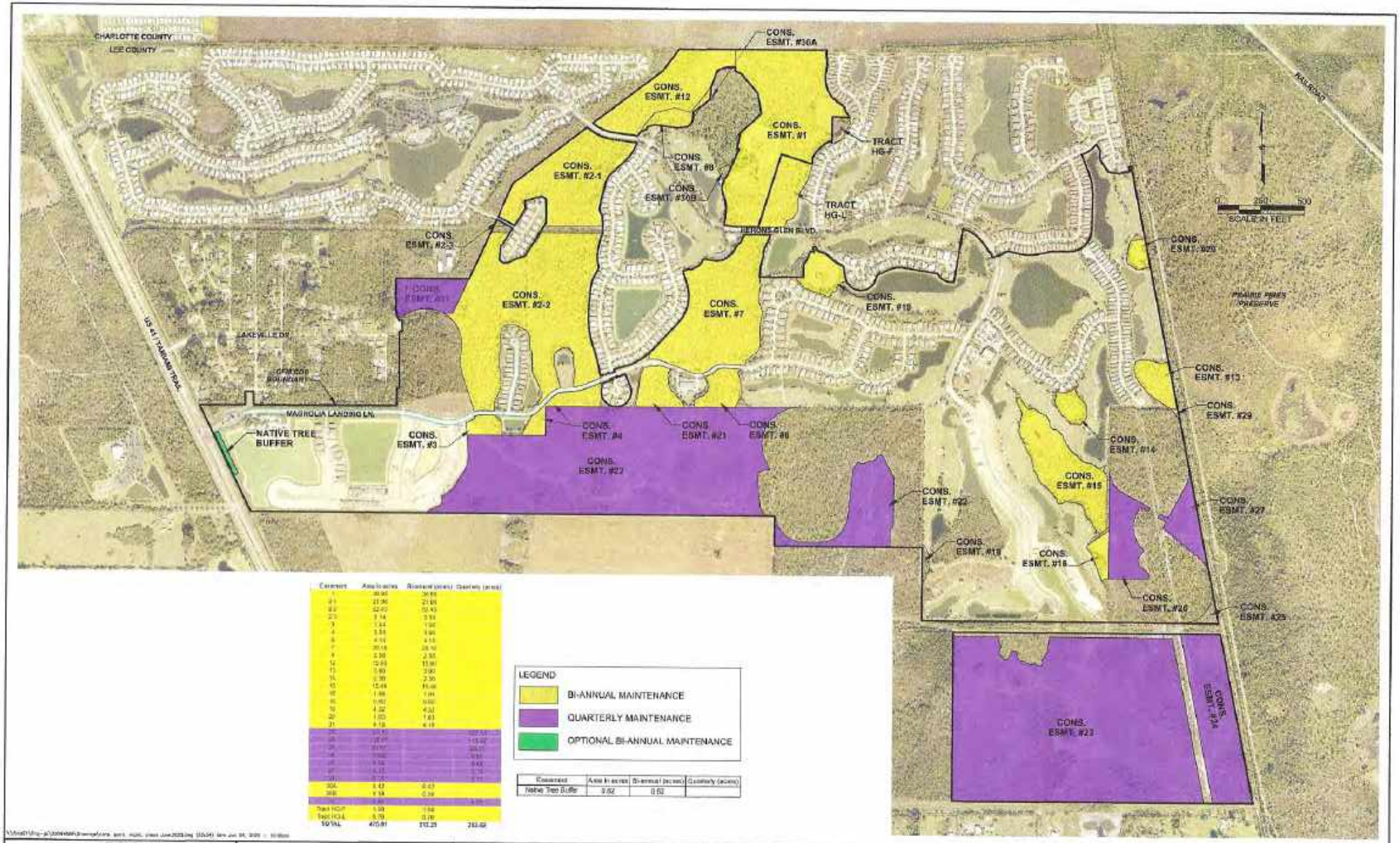
Quarterly Treatment Areas:

1. Solitude will treat all category 1 & 2 Species within the 263.6 acres of preserves shaded in purple on the attached map.
2. All target species will be killed in place.
3. This proposal does not include the removal or disposal.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the forgoing at his expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Easement	Area in acres	Bi-annual (acres)	Quarterly (acres)
Native Tree Buffer	0.62	0.62	

Easement	Area in acres	Bi-annual (acres)	Quarterly (acres)
1	26.96	26.96	
2-1	21.96	21.96	
2-2	32.43	32.43	
2-3	3.14	3.14	
3	1.64	1.64	
4	3.66	3.66	
6	4.14	4.14	
7	20.16	20.16	
8	2.38	2.38	
12	15.66	15.66	
13	3.60	3.60	
14	2.36	2.36	
15	15.46	15.46	
16	1.84	1.84	
18	0.60	0.60	
19	4.32	4.32	
20	1.03	1.03	
21	4.19	4.19	
22	37.93		37.93
23	15.47		15.47
24	20.21		20.21
25	9.66		9.66
26	6.66		6.66
27	5.15		5.15
29	8.23		8.23
30A	0.47	0.47	
30B	0.38	0.38	
30C	4.88		4.88
Tract HG-F	1.58	1.58	
Tract HG-L	0.78	0.78	
TOTAL	405.81	192.23	213.58

REVISIONS		
1	Changed Condominium Area 01 to Quarterly	10/28/20

CFM CDD
Lee County, Florida

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
C.O. #642 & L.B. #642

Conservation Areas
Maintenance Exhibit 2020 RFP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Jan. 2019	20044555	--	As Shown	1

CFM Community Development District
2020 Conservation Area Maintenance

Area Identification		Acres	Bid Cost per Year
Bi-annual treatment		212.3	$25,000.00
Quarterly treatment		263.6	$39,200.00
	Total acres	**475.9**	
Optional (Bi-annual treatment of Native Tree Buffer)		0.6	$2,250.00
	Total acres	**0.6**	
Total Cost per Year without Option			$64,200.00
Total Cost per Year with Option			$66,450.00

Bid Preparer:

EarthBalance Corporation

Date: June 30, 2020

Revised 01/25/18 to reflect 6.6 acres from Bi-Annual to Quarterly Maintenance (CA #31)

CFM Community Development District
2020 Conservation Area Maintenance

Area Identification		Acres	Bid Cost per Year
Bi-annual treatment		212.3	13,360.00
Quarterly treatment		263.6	41,003.00
	Total acres	**475.9**	
Optional (Bi-annual treatment of Native Tree Buffer)		0.6	3,450.00
	Total acres	**0.6**	
Total Cost per Year without Option			54,363.00
Total Cost per Year with Option			57,813.00

Bid Preparer:

_____

Date: _____

Revised 01/25/18 to reflect 6.6 acres from Bi-Annual to Quarterly Maintenance (CA #31)

CFM Community Development District

Request for Proposal

2020 Conservation Area Maintenance

June 2020

Prepared by:

Brent Burford, E.I.
2122 Johnson Street
Fort Myers, Florida 33901
(239) 334-0046
EB 642

Request for Proposal

The CFM Community Development District is seeking proposals for conservation area maintenance and maintenance of the native tree buffer. The proposals need to meet the Scope and Bid Schedule included with this document.

The attached Conservation Area Exhibit shows the location of conservation lands and native tree buffer that CFM Community Development District has responsibility to maintain. CFM Community Development District includes the residential development called Magnolia Landing. The entrance to Magnolia Landing is located on US 41 in north Lee County near the Lee/Charlotte county line.

The Board of Supervisors meets on July 16, 2020 and wishes to have proposals reviewed by District Staff and Johnson Engineering, Inc. in advance of the meeting. To meet this timeline, Johnson Engineering, Inc. requests that the proposals be received by email or mail by 3 pm on July 1, 2020. Submit proposals to:

Brent Burford, E.I.
2122 Johnson Street
Fort Myers, Florida 33901
(239) 334-0046
bburford@johnsoneng.com

Questions regarding the Request for Proposal should be directed to Brent Burford via email, bburford@johnsoneng.com or phone at 239-334-0046.

Revised 01/25/18 to reflect 6.6 acres from Bi-Annual to Quarterly Maintenance (CA #31)

CFM Community Development District
2020 Conservation Area Maintenance

Scope

The CFM CDD has 212.3 acres for bi-annual treatment (includes HG-F and HG-L) and 263.6 acres for quarterly treatment, see attached Conservation Area Exhibit, of Conservation Area requiring ongoing maintenance of exotic and nuisance vegetation for compliance to South Florida Water Management recorded easements. The goal of the maintenance activity is to result in total coverage of exotic (EPPC Category I and II species) and nuisance plant species to be no more than 5% total coverage as determined by qualified environmental professionals.

CFM CDD is also requesting an optional bid for the bi-annual maintenance of the native tree buffer (0.6 acres) in Parcel "A" that as a requirement of Development Order DOS2017-00019 is to be maintained free of exotics.

Conservation Areas Exotic and Nuisance Vegetation Removal:

Exotic and nuisance vegetation eradication will include the hand removal of all nuisance vegetation and Category I and II exotic species found on the most current Florida Exotic Plant Pest Council (EPPC) List of Invasive Species. Exotic and nuisance vegetation to be eradicated includes, but is not limited to, Brazilian pepper (*Schinus terebinthifolius*), melaleuca (*Melaleuca quinquenervia*), earleaf acacia (*Acacia auriculiformis*), Old World climbing fern (*Lygodium microphyllum*), Caesarweed (*Urena lobata*), climbing cassia (*Senna pendula*), primrose willow (*Ludwigia peruviana*), white vine (*Sarcostemma clausum*), torpedo grass (*Panicum repens*), and climbing hempweed (*Mikania scandens*).

A licensed herbicide applicator will supervise all herbicide applications to ensure the activities are conducted in accordance with label requirements and state or local regulations. Methods of exotic and nuisance vegetation eradication may include:

1. Hand pulling of seedlings and small saplings;
2. Foliar herbicide application with tracer dye;
3. Killing in place of melaleuca greater than 4-inches diameter at breast height (DBH);
4. Hand cutting exotic vegetation within 12 inches from the ground, removal of cut slash (cut slash must be no greater than four feet in length if placed in existing burn piles), and treatment of the remaining stump with an approved herbicide and tracer dye.

All cut exotics greater than one-inch diameter will be removed from the site.

Optional Native Tree Buffer Exotic and Nuisance Vegetation Removal:

Exotic and nuisance vegetation eradication of the Native Tree Buffer will follow item #13 of the Statutory Landscape Notes as shown on Sheet L05 of the Lee County approved landscape plans (DOS2017-00019), see attached.

Brent Burford, E.I.
Johnson Engineering, Inc.
239-334-0046

CFM Community Development District
2020 Conservation Area Maintenance

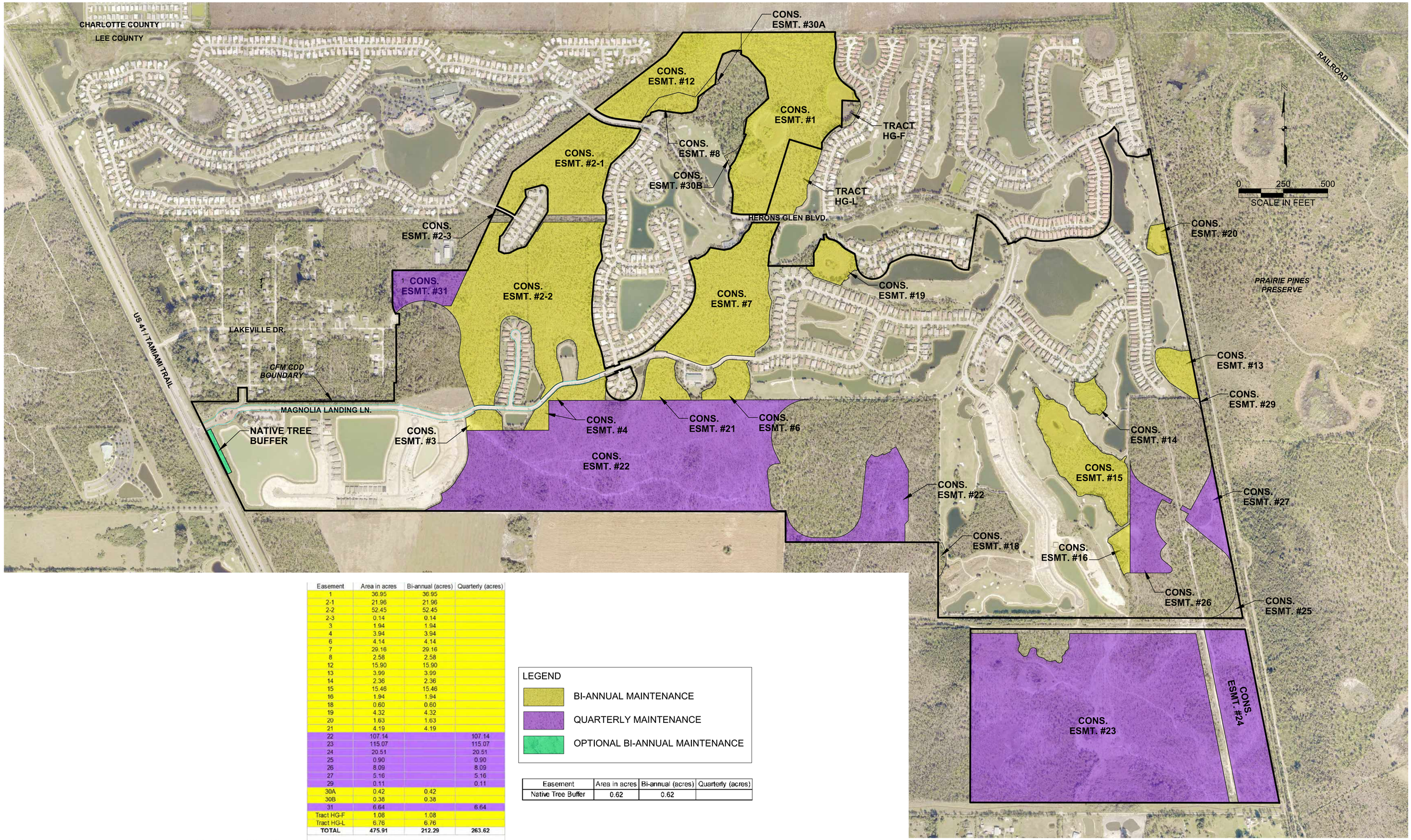
Area Identification		Acres	Bid Cost per Year
Bi-annual treatment		212.3	93,412.00
Quarterly treatment		263.6	189,792.00
	Total acres	**475.9**	
Optional (Bi-annual treatment of Native Tree Buffer)		0.6	1,600.00
	Total acres	**0.6**	
Total Cost per Year without Option			283,204.00
Total Cost per Year with Option			284,804.00

Bid Preparer:

Tanner South

Date: 7/17/2020

Revised 01/25/18 to reflect 6.6 acres from Bi-Annual to Quarterly Maintenance (CA #31)



Easement	Area in acres	Bi-annual (acres)	Quarterly (acres)
1	36.95	36.95	
2-1	21.96	21.96	
2-2	52.45	52.45	
2-3	0.14	0.14	
3	1.94	1.94	
4	3.94	3.94	
6	4.14	4.14	
7	29.16	29.16	
8	2.58	2.58	
12	15.90	15.90	
13	3.99	3.99	
14	2.36	2.36	
15	15.46	15.46	
16	1.94	1.94	
18	0.60	0.60	
19	4.32	4.32	
20	1.63	1.63	
21	4.19	4.19	
22	107.14		107.14
23	115.07		115.07
24	20.51		20.51
25	0.90		0.90
26	8.09		8.09
27	5.16		5.16
29	0.11		0.11
30A	0.42	0.42	
30B	0.38	0.38	
31	6.64		6.64
Tract HG-F	1.08	1.08	
Tract HG-L	6.76	6.76	
TOTAL	**475.91**	**212.29**	**263.62**

LEGEND

- BI-ANNUAL MAINTENANCE
- QUARTERLY MAINTENANCE
- OPTIONAL BI-ANNUAL MAINTENANCE

Easement	Area in acres	Bi-annual (acres)	Quarterly (acres)
Native Tree Buffer	0.62	0.62	

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REVISIONS		
1	Changed Conservation Area 31 to Quarterly	1/23/2019

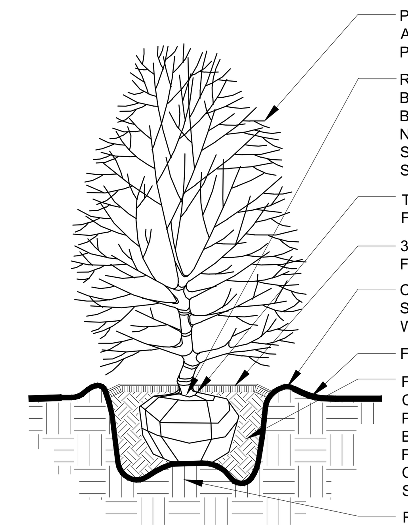
CFM CDD
Lee County, Florida

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

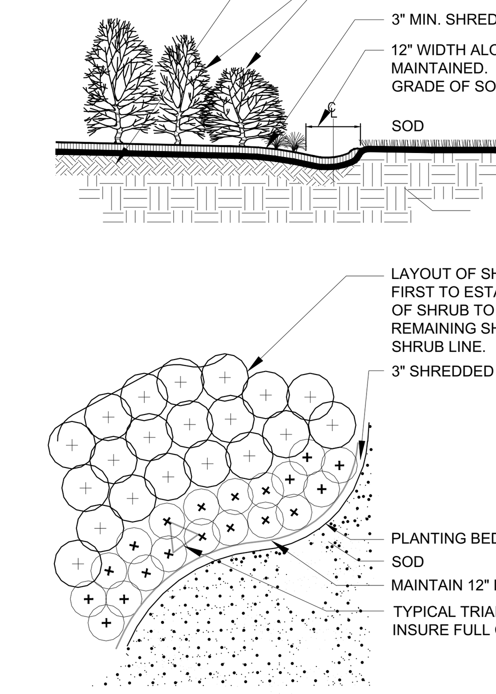
Conservation Areas
Maintenance Exhibit 2020 RFP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Jan. 2019	20044888	--	As Shown	1



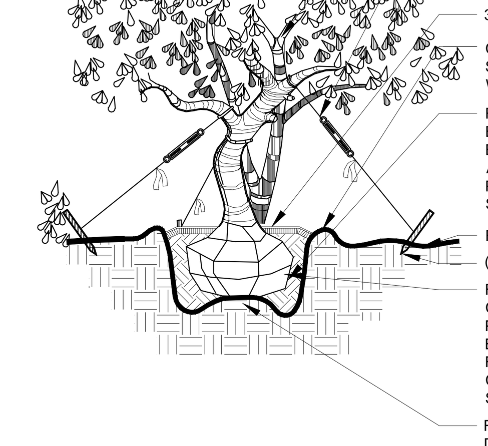
1 TYPICAL SHRUB PIT PLANTING

N.T.S.



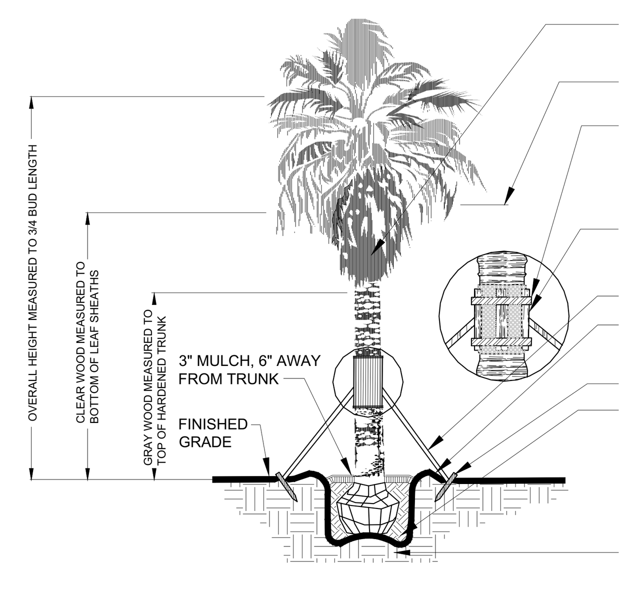
2 TYPICAL SHRUB BED PLANTING

N.T.S.



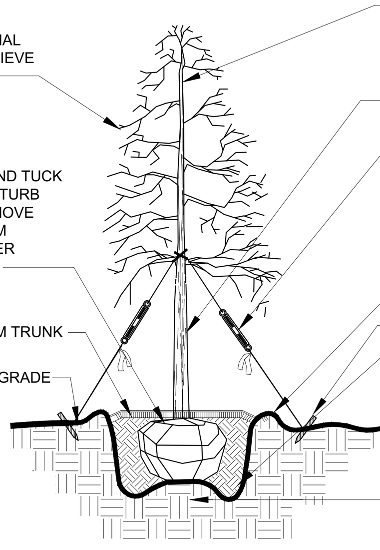
3 TYPICAL MULTI-TRUNK TREE PLANTING

N.T.S.



4 TYPICAL PALM TREE PLANTING

N.T.S.



5 TYPICAL SINGLE TRUNK TREE PLANTING

N.T.S.

APPROVED
DOS2017-00019
Robert Hutcherson, AICP, Development Review Representative
Development Services
07/17/2017

SPECIFICATIONS

PLANT MATERIALS: ALL TREES, PALMS, SHRUBS, GROUNDCOVERS, LITTORALS, WATER PLANTS, SOD AND VINES SHALL CONFORM TO THOSE SPECIES AND SIZES INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE, ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. SPECIMEN MEANS A PLANT THAT IS TRAINED IN ITS DEVELOPMENT TO POSSESS UNQUESTIONABLE AND OUTSTANDINGLY SUPERIOR IN FORM, BRANCHING, COMPACTNESS AND SYMMETRY. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. SINGLE TRUNK TREES SHALL HAVE A STRAIGHT, CENTRAL LEADER. MULTI-TRUNK TREES ARE TO HAVE 3-5 EQUAL SIZED TRUNKS UNLESS OTHERWISE SPECIFIED. PLANTS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORIST GUIDELINES TO INSURE PROPER HEALTH AND VIGOROUS GROWTH. ALL MATERIALS SHALL BE SUBJECT TO JOHNSON ENGINEERING INC.'S APPROVAL.

BALLED & BURLAPPED: ALL BALLED & BURLAPPED STOCK SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED, FREE FROM DISEASE AND INSECTS, SECURE IN THE ROOTBALL, AND POSSESS ADEQUATE ROOT SYSTEMS. ALL BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE BALL TO PREVENT WICKING. ANY BURLAP THAT IS NOT BIODEGRADABLE SHALL BE CAREFULLY REMOVED TO PROTECT DAMAGE TO FEEDER ROOTS. GROW BAGS SHALL BE REMOVED IN THEIR ENTIRETY. ALL BALLED & BURLAPPED STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE HEALED IN AND THOROUGHLY WATERED UNTIL PLANTING. LIFTING, MOVING, OR ADJUSTING THE PLANT MATERIAL BY THE TRUNK IS PROHIBITED.

CONTAINER GROWN STOCK: ALL CONTAINER GROWN STOCK SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED (NOT ROOT BOUND), AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION. ALL CONTAINER GROWN STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE STORED IN A MANNER TO SHADE THE CONTAINERS FROM DIRECT SUNLIGHT TO MINIMIZE ROOT DAMAGE. ALL CONTAINER STOCK SHALL BE THOROUGHLY WATERED PRIOR TO PLANTING AND DURING STORAGE UNTIL PLANTING. LIFTING AND MOVING OF THE PLANT MATERIAL SHALL BE BY THE CONTAINER ONLY.

MEASUREMENTS: TREE HEIGHT SHALL BE MEASURED FROM GROUND TO THE TOP MOST PORTION OF THE TREE. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS SHALL NOT INCLUDE ANY TERMINAL GROWTH. SHRUBS' HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT SHALL NOT INCLUDE ANY TERMINAL GROWTH. PALMS SHALL BE MEASURED BY THREE HEIGHT CLASSIFICATIONS: OVERALL HEIGHT, CLEAR WOOD, AND GRAY WOOD. OVERALL HEIGHT SHALL BE MEASURED FROM THE FROM THE GROUND TO THE AVERAGE FROND HEIGHT AT TIME OF INSTALLATION. CLEAR WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE BOTTOM OF THE FROND SHEATH. GRAY WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE TOP OF HARDENED WOOD.

PLANTING SOIL AND BACKFILL: PLANTING SOIL FOR USE IN PREPARING BACKFILL FOR PLANT PITS SHALL BE A FERTILE, FRIABLE, NATIVE SOIL WITHOUT MIXTURE OF SUBSOIL MATERIALS. IT SHALL BE FREE FROM HEAVY CLAY, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, NOXIOUS GRASSES OR WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. AMEND BEDS WITH 3" MINIMUM OF ORGANICS TO ACHIEVE OPTIMAL PH LEVELS AND SOIL AERATION. ROTOTILL TO A DEPTH OF 6" AND INCORPORATE A COMPLETE SLOW RELEASE FERTILIZER AT A 3-1-2 RATIO. THE RESULTS OF POST SOIL MODIFICATION TESTING, BASED ON LIKE PLANTING CONDITIONS AND AREA PROXIMITY, SHALL BE SUBMITTED TO JOHNSON ENGINEERING INC.'S FOR APPROVAL PRIOR TO PLANTING.

COMMERCIAL FERTILIZER: FERTILIZERS SHALL BE UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND DELIVERED TO THE SITE IN ORIGINAL UNOPENED BAGS BEARING ALL THE MANUFACTURER'S LABELS. ALL FERTILIZER IS TO BE SLOW RELEASE AND COMPLETE WITH NECESSARY MICRONUTRIENTS. AFTER INSTALLATION, FERTILIZER SHALL BE CLEANED FROM ALL HARDSCAPE SURFACES AND WATERED IN THOROUGHLY PER MANUFACTURER'S SPECIFICATIONS. TREES AND SHRUBS MIXTURE SHALL CONSIST OF A SLOW RELEASE THE FORMULATION OF 3 PARTS NITROGEN TO 1 PART PHOSPHOROUS TO 2 PARTS POTASSIUM (3-1-2 RATIO). ALL TREES AND SHRUBS SHALL BE FERTILIZED BI MONTHLY DURING THE GROWING SEASON AT A RATE OF 4-6 LBS. OF A PER 100 SQ. FT. OF BEDS / TREE CANOPY (3' FORM BASE TO DRIPLINE) OR PER MANUFACTURE'S RECOMMENDATION. SOD FERTILIZER SHALL BE TURF SPECIFIC FOR ESTABLISHING NEW LAWNS AND APPLIED PER MANUFACTURE'S RECOMMENDATION. UPON ESTABLISHMENT, THE TURF SHALL BE FERTILIZED AT A RATE OF 1 LB OF ACTUAL NITROGEN PER 1000 FT. SQ. OR PER MANUFACTURE'S RECOMMENDATION. (NOTE: BAHIA TURF SHALL RECEIVE FERTILIZATION AT A HALF RATE OF THE ABOVE TURF RECOMMENDATIONS.) APPLY A 1/2 LBS. OF A PALM SPECIFIC (1 PART NITROGEN TO 1 PART POTASSIUM WITH 0.3 PARTS MAGNESIUM) FERTILIZER QUARTERLY FOR ALL ESTABLISHED PALMS PER 2' OF HEIGHT OR PER MANUFACTURE'S RECOMMENDATION.

MULCH: MULCH MATERIAL SHALL BE SHREDDED EUCALYPTUS MULCH, FREE FROM WEED SEEDS, AND APPLIED TO A MINIMUM 3" DEPTH.

SOD: ALL SOD SHALL MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, INSECTS, AND DISEASES OF ANY KIND. JOINTS SHALL BE STAGGERED AND BUTT TIGHT TO MINIMIZE AIR GAPS. THE GRADE SHALL BE SMOOTH, FREE OF DEBRIS, POSITIVELY DRAINED, AND MOIST TO SOD INSTALLATION. THE SOD SHALL BE ROLLED IN TWO DIRECTIONS PERPENDICULAR FROM ONE ANOTHER AFTER INSTALLATION TO ENSURE PROPER GROUND CONTACT. IN AREAS WHERE A ROLLER CANNOT BE USED, HAND TAMPING SHALL BE REQUIRED. SOD SHALL BE INSTALLED AND WATERED WITHIN 24 HOURS AFTER HARVESTING.

SUBSTITUTIONS: NO SUBSTITUTION OF ANY MATERIALS' VARIETIES, GRADES, OR SIZES SHALL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM JOHNSON ENGINEERING, INC. ANY / ALL UNAUTHORIZED SUBSTITUTIONS MAY REQUIRE REPAIRING / REPLACING AT THE CONTRACTOR'S EXPENSE AT JOHNSON ENGINEERING, INC.'S DISCRETION.

WARRANTY: THE CONTRACTOR SHALL WARRANTY ALL WORKMANSHIP FOR THE PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE FROM THE OWNER AND JOHNSON ENGINEERING, INC. ANY DEAD, UNHEALTHY, NON-CONFORMING PLANT MATERIAL SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITHIN 7 DAYS OF NOTICE FROM THE OWNER OR JOHNSON ENGINEERING, INC. THE CONTRACTOR SHALL NOT BE LIABLE FOR "ACTS OF GOD" AND VANDALISM, NEGLIGENCE AND THEFT BY OTHERS.

QUALITY ASSURANCE: THE CONTRACTOR SHALL PROVIDE SUBSTANTIAL PROOF TO JOHNSON ENGINEERING, INC. THAT HE / SHE HAS A MINIMUM OF 5 YEARS EXPERIENCE IN THE FIELD OF LANDSCAPE CONTRACTING WITH PROJECTS OF SIMILAR SCOPE. THE CONTRACTOR MUST SUPPLY AT ALL TIMES ON SITE WHEN WORK IS BEING PERFORMED A QUALIFIED SUPERVISOR WITH A MINIMUM OF 18 MONTHS FIELD EXPERIENCE. ALCA LANDSCAPE CERTIFICATIONS CAN SUBSTITUTE IN LIEU OF THE EXPERIENCE REQUIREMENT AT JOHNSON ENGINEERING, INC.'S DISCRETION.

LANDSCAPE IRRIGATION NOTES:

1. SET DRAIN AND CHECK VALVES AS APPROPRIATE PER MANUFACTURE'S RECOMMENDATIONS.
2. GROUP (WHEN PRACTICAL) AND LOCATE VALVES BOXES AND CONTROLLERS IN AN UNOBTRUSIVE / ACCESSIBLE LOCATIONS APPROVED BY JOHNSON ENGINEERING, INC.
3. HEAD SPACINGS, WORKING PRESSURE, AND PIPE SIZES SHALL BE IN ACCORDANCE WITH MANUFACTURE'S RECOMMENDATIONS.
4. USE BUBBLERS, DRIP, ROTORS, AND SPRAY HEADS WHEN APPROPRIATE. HEADS SHALL BE INSTALLED TO PROVIDE 100% HEAD-TO-HEAD COVERAGE TO ALL LANDSCAPED AREAS. A MOISTURE OR RAIN SENSOR SHALL BE INSTALLED PER MANUFACTURE'S RECOMMENDATIONS.
5. HEADS SHALL BE INSTALLED TO MINIMIZE OVERSPRAY TO ALL IMPERVIOUS AREAS INCLUDING: SIDEWALKS, ROADS, DRIVES AND OTHER VEHICLE USE AREAS. NO OVERSPRAY ON WALLS, COLUMNS OR OTHER VERTICAL ARCHITECTURAL FEATURES SHALL BE ALLOWED.
6. ALL LITTORAL PLANTING AREAS SHALL HAVE INDEPENDENT ZONES TO ENSURE THE FLEXIBILITY OF REDUCING IRRIGATION APPLICATIONS DURING EXTENDED PERIODS OF RAINFALL. CUSTOMIZATION OF THE WATERING SCHEDULING SHALL INCLUDE DAILY, WEEKLY, AND MONTHLY OPTIONS.
7. GROUP PLANT MATERIALS ACCORDING TO SFWMD XERISCAPE PRINCIPLES WHEN PRACTICAL.
8. TURFGRASS AREAS AND PLANTING BEDS SHALL HAVE SEPARATE ZONES AND RUN INDEPENDENTLY FROM ONE ANOTHER WHEN PRACTICAL .

STATUTORY LANDSCAPE NOTES:

1. SEE ENGINEERING PLANS FOR ALL OTHER REQUIRED CALCULATIONS. THIS VEGETATION PLAN MEETS AND/OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE LANDSCAPING SECTION OF THE LEE COUNTY LANDSCAPING CODE.
2. SEVENTY-FIVE PERCENT (75%) OF THE TOTAL NUMBER OF REQUIRED TREES AND FIFTY PERCENT (50%) OF THE TOTAL NUMBER OF REQUIRED SHRUBS USED IN BUFFERS AND LANDSCAPE SHALL BE OF INDIGENOUS NATIVE VARIETIES.
3. ALL REQUIRED TREES AT THE TIME OF INSTALLATION MUST:
   1) BE A MINIMUM OF 10' IN HEIGHT.
   2) HAVE A 2" CALIPER OF TRUNK DIAMETER (AT 6" ABOVE THE GROUND).
   3) HAVE A 4' DIAMETER SPREAD OF CANOPY.
4. PALMS MUST HAVE A MINIMUM OF 10' OF CLEAR TRUNK AT THE TIME OF INSTALLATION.
5. ALL TREES NOT HAVING A MATURE CANOPY OF A TWENTY FEET (20') MINIMUM SHALL BE MASSED TO CREATE AN EQUIVALENT TWENTY FEET (20') OF CANOPY.
6. ALL TREES ADJACENT TO WALKS, BIKE PATHS, AND RIGHTS-OF-WAY MUST BE MAINTAINED WITH EIGHT FOOT OF CLEAR TRUNK.
7. REQUIRED SHRUBS AND HEDGES MUST BE A MINIMUM OF 24" (48" FOR TYPE F BUFFERS) IN HEIGHT ABOVE THE ON-SITE ADJACENT PAVEMENT SURFACE REQUIRED TO BE BUFFERED AND/OR SCREENED WHEN MEASURED AT THE TIME OF PLANTING. THEY MUST BE A MINIMUM THREE (3) GALLON CONTAINER SIZE, AND SPACES 18" TO 36" ON CENTER. REQUIRED SHRUBS AND HEDGES MUST BE AT LEASE 36" (60" FOR TYPE F BUFFERS) IN HEIGHT WITHIN 12 MONTHS OF INSTALLATION, EXCEPT FOR VISIBILITY AT INTERSECTIONS AND WHERE PEDESTRIAN ACCESS IS PROVIDED. REQUIRED HEDGES MUST BE PLANTED IN DOUBLE STAGGERED ROWS AND MAINTAINED TO FORM A CONTINUOUS, UNBROKEN, VISUAL SCREEN WITHIN 12 MONTHS OF INSTALLATION.
8. PLANT MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS", PARTS 1 AND II, DEPARTMENT OF AGRICULTURE, STATE OF FLORIDA (AS AMENDED).
9. ALL TREES INSTALLED IN RESPONSE TO THE REQUIRED INTERNAL LANDSCAPE AREAS, ALSO KNOWN AS INTERNAL CANOPY TREES SHALL BE LOCATED WHERE AND AS SHOWN ON THE DRAWINGS. PALMS MAY BE SUBSTITUTED ON A 3:1 BASIS AND CLUSTERED WITH CONSENT OF LANDSCAPE ARCHITECT.
10. PLANTINGS IN EASEMENTS: UTILITY, POWER, OR DRAINAGE EASEMENTS MAY OVERLAP REQUIRED BUFFERS; HOWEVER NO REQUIRED TREES OR SHRUBS MAY BE LOCATED IN ANY UTILITY, POWER, OR STREET EASEMENT OR RIGHT-OF- WAY.
11. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THROUGH FINAL ACCEPTANCE (CERTIFICATE OF COMPLIANCE) A TREE PROTECTION BARRIER FOR ALL INDIVIDUAL OR MASSES OF INDIGENOUS PLANT MATERIALS BEING CREDITED AND/OR PRESERVED. ANY TREES USED FOR CREDIT THAT ARE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED AT A 5:1 RATIO FOR TREES AND 3:1 RATIO FOR PALMS.
12. PLANT MATERIAL PROVIDED IN COMPLIANCE TO THE LEE COUNTY LDC MAY ONLY BE PRUNED TO PROMOTE HEALTH, UNIFORM, AND NATURAL GROWTH OF THE SPECIFIC PLAN (EXCEPT WHERE NECESSARY TO PROMOTE PUBLIC HEALTH, SAFETY, AND WELFARE) PRUNING MUST BE IN ACCORDANCE TO AND ACCEPTABLE WITH THE "PRUNING STANDARDS" (LATEST EDITIONS) ISSUED BY THE NATIONAL ARBORIST ASSOCIATIONS." SEVERELY PRUNED AND/OR DAMAGED TREES MUST BE REPLACED 'HAT-RACKING' PRACTICES ARE PROHIBITED.
13. THE FOLLOWING EXOTIC SPECIES OF PLANTS SHALL BE REMOVED AND MAINTAINED FROM OPEN SPACES IN PERPETUITY. A. MELALEUCA SPP. (PUNK, CAJEPUT, PAPERBACK TREE) B. CASUARINA SPP. (AUSTRALIAN PINE) C. SCHINUS SPP. (BRAZILIAN PEPPER, FLORIDA HOLLY) D. ACACIA AURICULIFORMIS (EARLEAF ACACIA) E. RHODMYRTUS TOMENTOSUS (DOWNY ROSE MYRTLE) F. SOLANUM VIARUM (TROPICAL SODA APPLE) G. ALBIZIA LEBBECK (WOMAN'S TOGUE) H. BISCHOFIA JAVANICA (BISHOPWOOD) I. CUPIANOPSIS ANACARDIOIDES (CARROTWOOD) J. DALBERGIA SISSOCO (ROSEWOOD) K. DIOSCOREA ALATA (AIR POTATO) L. EUCALYPTUS CAMALDULENSIS (MURRAY RED GUM) M. FICUS (WEEPING FIG, CUBAN LAUREL FIG) N. LYGODIUM(JAPANESE CLIMBING FERN, OLD WORLD CLIMBING FERN) O. SAPIUM SEBIFERUM (CHINESE TALLOW) P. SYZYGIUM (JAVA PLUM, ROSE APLLE) Q. THESPESIA POPULNEA (CORK TREE) R. WEDELIA
14. AN AUTOMATIC IRRIGATION SYSTEM COMBINING DRIP, SPRAY HEADS AND ROTORS AS APPROPRIATE WILL BE INSTALLED TO PROVIDE 100% COVERAGE TO ALL LANDSCAPED AREAS. A MOISTURE RAIN SENSOR WILL BE INCLUDED IN THE IRRIGATION SYSTEM AND LOCATED ON THE SITE SO THAT IT WILL RECEIVE DIRECT RAINFALL, NOT IMPEDED BY OTHER OBJECTS, THE IRRIGATION SYSTEM WILL BE DESIGNED TO ELIMINATE THE APPLICATION OF WATER TO IMPERVIOUS AREAS, INCLUDING ROADS, DRIVES, AND OTHER VEHICLE USE AREAS. THE IRRIGATION SYSTEM WILL BE DESIGNED TO AVOID IMPACTS ON EXISTING NATIVE VEGETATION THAT WILL BE RETAINED ON THE DEVELOPMENT SITE AND NEW VERTICAL ARCHITECTURAL FEATURES.
15. A 3" MINIMUM LAYER OF ORGANIC MULCH , AFTER WATERING-IN, OR OTHER RECYCLED MATERIALS MUST BE PLACED AND MAINTAINED AROUND ALL NEWLY INSTALLED TREES, SHRUBS AND GROUNDCOVER PLANTINGS. EACH TREE MUST HAVE A RING OF MULCH NO LESS THAN 24" BEYOND ITS TRUNK IN ALL DIRECTIONS.
16. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN SAFE SIGHT DISTANCE TRIANGLES AT ALL INTERSECTIONS AND VEHICULAR CONNECTIONS SIGHT TRIANGLES MUST BE IN ACCORDANCE WITH THE ROADSIDE RECOVERY AREA PROVISIONS OF FDOT GREEN BOOK. ALL SIGHT TRIANGLES SHALL MAINTAIN A CLEAR ZONE BETWEEN THIRTY-SIX (36) INCHES AND EIGHT FEET (8'). CONTRACTOR TO VERIFY PRIOR TO FINAL ACCEPTANCE.
17. VEGETATION REMOVAL PERMIT MUST BE OBTAINED FROM LEE COUNTY ENVIRONMENTAL SCIENCES DIVISION PRIOR TO THE COMMENCEMENT OF SITE WORK.

LANDSCAPE CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SERVICES BOTH UNDERGROUND AND OVERHEAD PRIOR TO THE COMMENCEMENT OF WORK. PROTECTION OF ALL UTILITIES AND SERVICES THROUGHOUT THE COURSE OF WORK IS EXPECTED.
2. ALL LANDSCAPE AREAS (EXCEPT FOR PLANTING BEDS) SHALL BE SODDED UNLESS OTHERWISE INDICATED ON THE DRAWINGS. CONTRACTOR SHALL GET APPROVAL OF FINE GRADING FROM LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF TURF. GRADING FOR LANDSCAPE BERMING SHOWN ON PLANS AND DETAILS IS APPROXIMATE ONLY, CONTRACTOR SHALL CONFER WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCING THIS WORK TO CONFIRM ACTUAL SHAPES AND ELEVATIONS OF THE LANDSCAPE BERMING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS ELIMINATING ALL BUMPS, DEPRESSIONS, ROCKS, STICK, OR OTHER DEBRIS PRIOR TO THE INSTALLATION OF PLANT MATERIAL. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING POSITIVE SHEET FLOW DRAINAGE AWAY FROM ALL STRUCTURES AND TO ALL DRAINAGE WAYS SHOWN OR IMPLIES ON THE DRAWINGS.
3. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO RELOCATE/ REPOSITION ANY PLANTS AS SITE CONDITIONS MAY DICTATE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL TRADES SO AS TO AVOID ANY CONFLICT WITH THE EXECUTION OF WORK BY OTHERS. OWNER SHALL NOT BE RESPONSIBLE FOR THE DAMAGE TO PLANT MATERIALS CAUSED BY OTHER TRADES OR SUBCONTRACTORS. THE CONDITION OF PLANT MATERIAL SHALL BE IN ACCORDANCE TO THE LANDSCAPE ARCHITECT.
5. INSTALLATION OF INTERLOCKING PAVERS SHALL HAVE A BASE USING ROAD-BASE CRUSHED STONE OR ASTM D2940, COMPACTED TO 95% DENSITY FOR PEDESTRIAN & LIGHT VEHICULAR TRAFFIC, 98% FOR HEAVY VEHICULAR TRAFFIC. PROVIDE PITCH FOR DRAINAGE. ONE INCH PER TEN FEET OF PAVING SURFACE, TO BE DONE DURING SUB-GRADE PREPARATION. BEDDING SAND SHOULD BE 1" TO 1 1/2" THICK, USING CONCRETE SAND (ASTM C33). WHEN COMPACTING PAVERS A RUBBER PAD SHOULD BE ATTACHED TO THE PLATE BOTTOM OF THE MECHANICAL VIBRATING MACHINE. FOR BEST PAVER COMPACTION USE A ROLLER COMPACTOR. FOR PRECISE CUTS, USE A DIAMOND BLADE SAW. A SOFT-BOND, MATRIX-BLADE IS RECOMMENDED.
6. ALL LANDSCAPE AREAS SHALL BE PROTECTED FROM VEHICULAR ENCROACHMENT BY WHEELSTOPS AND/OR CURBING WHERE IMMEDIATELY ADJACENT TO PAVEMENT.
7. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES ON THE DRAWINGS PRIOR TO BIDDING. ALL QUANTITIES ON THE DRAWINGS ARE PROVIDED FOR CONVENIENCE ONLY.
8. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS.

JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

JEFFREY D. NAGLE
RLA NO. LA–6667059
Digitally signed by Jeffrey Nagle, RLA
DN: cn=Jeffrey Nagle, RLA, o=Johnson Engineering, ou=LA, email=Jnagle@johnsoneng.com, c=US
Location: Florida
Date: 2017.06.28 09:15:50 -04'00'

D.R. HORTON, INC.

MAGNOLIA LANDING PARCEL A
LEE COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE
1	GENERAL LANDSCAPE NOTE REVISION	5/2017

DATE:	MARCH 2017
PROJECT NO.	20160260-002
FILE NO.	04-43-24
SCALE:	AS SHOWN

LANDSCAPE NOTES AND DETAILS

SHEET NUMBER

L05

RAK RISK Inc

Service Proposal

CLIENT: CFM Community Development District

LOCATION: Lee County Conservation Area (See Attachment)

PROPOSAL #: RFP00109

Safety. Environmental. Emergency Response Services

1.0 Proposal

RAK RISK, Inc. is pleased to present to **CFM Community Development District** the following proposal to provide **Environmental Maintenance Services** for the areas outlined on the attached map provided by Johnson Engineering.

2.0 Service Description

2.1 Exotic & Nuisance Vegetation Removal: Bi-annual Maintenance of 212.3 Acres

2.1.A RAK RISK, Inc (hereinafter referred to as "Contractor") will supply all labor, equipment and materials necessary to complete the environmental maintenance operation in a professional and timely manner.

2.1.B Contractor will treat all exotic and nuisance vegetation with an approved herbicide application and leave to decompose all category 1 & 2 exotic species.

2.1.C Exotic vegetation that has been herbicide treated will be left onsite to decompose.

2.1.D Exotic and nuisance vegetation eradication will include the hand removal of all nuisance vegetation and Category I and II exotic species found on the most current Florida Exotic Plant Pest Council (EPPC) List of Invasive Species. Exotic and nuisance vegetation to be eradicated includes, but is not limited to:

2.1.D.1 Brazilian Pepper (Schinus terebinthifolius);

2.1.D.2 Melaleuca (Melaleuca quinquenervia);

2.1.D.3 Earleaf Acacia (Acacia auriculiformis);

2.1.D.4 Old World climbing fern (Lygodium microphyllum);

2.1.D.5 Caesarweed (Urena lobata);

2.1.D.6 Climbing Cassia (Senna pendula);

2.1.D.7 Primrose Willow (Ludwigia peruviana);

2.1.D.8 White Vine (Sarcostemma clausum);

2.1.D.9 Torpedo Grass (Panicum repens);

2.1.D.10 Climbing Hempweed (Mikania scandens).

2.1.E A licensed herbicide applicator will supervise all herbicide applications to ensure the activities are conducted in accordance with label requirements and state or local regulations.

2.1.F Methods of exotic and nuisance vegetation eradication may include:

2.1.F.1 Hand pulling of seedlings and small saplings;

2.1.F.2 Foliar herbicide application with tracer dye;

2.1.F.3 Killing in place of melaleuca greater than 4-inches diameter at breast height (DBH);

2.1.F.4 Hand cutting exotic vegetation within 12 inches from the ground;

2.1.F.5 removal of cut slash (cut slash must be no greater than four feet in length if placed in existing burn piles), and treatment of the remaining stump with an approved herbicide and tracer dye.

2.1.G All cut exotics greater than one-inch diameter will be removed from the site

2.2 **Exotic & Nuisance Vegetation Removal:** Quarterly Maintenance of 263.6 Acres

2.2.A RAK RISK, Inc (hereinafter referred to as "Contractor") will supply all labor, equipment and materials necessary to complete the environmental maintenance operation in a professional and timely manner.

2.2.B Contractor will treat all exotic and nuisance vegetation with an approved herbicide application and leave to decompose all category 1 & 2 exotic species.

2.2.C Exotic vegetation that has been herbicide treated will be left onsite to decompose.

2.2.D Exotic and nuisance vegetation eradication will include the hand removal of all nuisance vegetation and Category I and II exotic species found on the most current Florida Exotic Plant Pest Council (EPPC) List of Invasive Species. Exotic and nuisance vegetation to be eradicated includes, but is not limited to:

2.2.D.1 Brazilian Pepper (Schinus terebinthifolius);

2.2.D.2 Melaleuca (Melaleuca quinquenervia);

2.2.D.3 Earleaf Acacia (Acacia auriculiformis);

2.2.D.4 Old World climbing fern (Lygodium microphyllum);

2.2.D.5 Caesarweed (Urena lobata);

2.2.D.6 Climbing Cassia (Senna pendula);

2.2.D.7 Primrose Willow (Ludwigia peruviana);

2.2.D.8 White Vine (Sarcostemma clausum);

2.2.D.9 Torpedo Grass (Panicum repens);

2.2.D.10 Climbing Hempweed (Mikania scandens).

2.2.E A licensed herbicide applicator will supervise all herbicide applications to ensure the activities are conducted in accordance with label requirements and state or local regulations.

2.2.F Methods of exotic and nuisance vegetation eradication may include:

2.2.F.1 Hand pulling of seedlings and small saplings;

2.2.F.2 Foliar herbicide application with tracer dye;

2.2.F.3 Killing in place of melaleuca greater than 4-inches diameter at breast height (DBH);

2.2.F.4 Hand cutting exotic vegetation within 12 inches from the ground;

2.2.F.5 removal of cut slash (cut slash must be no greater than four feet in length if placed in existing burn piles), and treatment of the remaining stump with an approved herbicide and tracer dye.

2.2.G All cut exotics greater than one-inch diameter will be removed from the site

3.0 Pricing

Line Item #	Area Identification	Rate	Units	Cost
2.1	**Exotic & Nuisance Vegetation** Bi-annual Maintenance	$105 / Acre	212.3 Acres	$44,583.00
2.2	**Exotic & Nuisance Vegetation** Quarterly Maintenance	$85.50 / Acre	263.6 Acres	$90,151.20
			Total	$134,734.20

Service Provider: RAK RISK, Inc.

Executed By: Taylor Powell, President

Signature: _____

Date: _____

Customer: _____

Executed By: _____

Signature: _____

Date: _____

Your Success Team

U.S.A / Middle East
Taylor Powell
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This publication has been written in general terms and therefore cannot be relied on to cover specific situations; application of the principles set out will depend on the particular circumstances involved and we recommend that you obtain professional advice before acting or refrain from acting on any of the contents of this publication. RAK RISK Inc. would be pleased to advise readers on how to apply the principles set out in this publication to their specific circumstances. RAK RISK Inc. accepts no duty of care or liability for any loss occasioned to any person acting or refraining from action as a result of any material in this publication.

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Corporate Risk Assessments. Insurance Services. Safety Services. Environmental Services.

Tab 8

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CFM COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Lee County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 20TH DAY OF AUGUST, 2020.

CFM COMMUNITY DEVELOPMENT DISTRICT

_____

CHAIRMAN / VICE CHAIRMAN

ATTEST:

_____

SECRETARY / ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
CFM COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021

October 15, 2020
November 19, 2020
December 17, 2020
January 21, 2021
February 18, 2021
March 18, 2021
April 15, 2021
May 20, 2021
June 17, 2021
July 15, 2021
August 19, 2021
September 16, 2021

All meetings will convene at 11:30 a.m. and will be held at the office of the District Manager, Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Tab 9

Rizzetta & Company

CFM
Community Development District

www.cfmcdd.org

Approved Proposed Budget for Fiscal Year 2020/2021

Presented by: Rizzetta & Company, Inc.

9530 Marketplace Road
Suite 206
Fort Myers, Florida 33912
Phone: 239-936-0913

www.rizzetta.com

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GENERAL FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of $200.00 maximum per meeting within an annual cap of $4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Proposed Budget
CFM Community Development District
General Fund
Fiscal Year 2020/2021

	Chart of Accounts Classification	Actual YTD through 06/30/20	Projected Annual Totals 2019/2020	Annual Budget for 2019/2020	Projected Budget variance for 2019/2020	Budget for 2020/2021	Budget Increase (Decrease) vs 2019/2020	Comments
1								
2	**REVENUES**							
3								
4	Interest Earnings							
5	Interest Earnings	$ 1,367	$ 1,823	$ -	$ 1,823	$ -	$ -	
6	Special Assessments							
7	Tax Roll*	$ 139,141	$ 139,141	$ 216,700	$ (77,559)	$ 234,790	$ 18,090	
8	Off Roll*	$ 395,196	$ 395,196	$ 320,067	$ 75,129	$ 343,091	$ 23,024	
9								
10	**TOTAL REVENUES**	**$ 535,704**	**$ 534,337**	**$ 536,767**	**$ (2,430)**	**$ 577,881**	**$ 41,114**	
11								
12	Balance Forward from Prior Year	$ -	$ -	$ -	$ -	$ -	$ -	
13								
14	**TOTAL REVENUES AND BALANCE FORWARD**	**$ 535,704**	**$ 534,337**	**$ 536,767**	**$ (2,430)**	**$ 577,881**	**$ 41,114**	
15								
16	***Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.***							
17								
18	**EXPENDITURES - ADMINISTRATIVE**							
19								
20	Legislative							
21	Supervisor Fees	$ 3,800	$ 5,067	$ 10,000	$ 4,933	$ 10,000	$ -	Est. 10 meetings per year, $ 200.00 per Supervisor
22	Financial & Administrative				$ -			
23	Administrative Services	$ 4,050	$ 5,400	$ 5,400	$ -	$ 5,562	$ 162	3% Increase
24	District Management	$ 13,050	$ 17,400	$ 17,400	$ -	$ 17,922	$ 522	3% Increase
25	District Engineer	$ 33,746	$ 44,995	$ 24,000	$ (20,995)	$ 24,000	$ -	
26	Disclosure Report	$ 5,250	$ 5,250	$ 5,000	$ (250)	$ 5,250	$ 250	
27	Trustees Fees	$ -	$ -	$ 12,500	$ 12,500	$ 12,500	$ -	
28	Assessment Roll	$ 5,000	$ 5,000	$ 5,000	$ -	$ 5,150	$ 150	3% Increase
29	Financial & Revenue Collections	$ 3,750	$ 5,000	$ 5,000	$ -	$ 5,150	$ 150	3% Increase
30	Accounting Services	$ 13,500	$ 18,000	$ 18,000	$ -	$ 18,540	$ 540	3% Increase
31	Auditing Services	$ 8,126	$ 8,126	$ 4,500	$ (3,626)	$ 4,700	$ 200	As per Audit Agreement with Carr
32	Arbitrage Rebate Calculation	$ -	$ -	$ 500	$ 500	$ 500	$ -	As per Agreement with LLS Tax Solutions
33	Miscellaneous Mailings	$ -	$ -	$ 500	$ 500	$ 500	$ -	
34	Public Officials Liability Insurance	$ 2,819	$ 2,750	$ 3,025	$ 275	$ 3,101	$ 76	As per Estimate provided by Egis
35	Legal Advertising	$ 477	$ 636	$ 1,000	$ 364	$ 500	$ (500)	
36	Dues, Licenses & Fees	$ 175	$ 233	$ 735	$ 502	$ 735	$ -	Department of Economic Opportunity $ 175.00 Filing Fee plus NPDES Permit Fees $ 560.00.
37	Property Taxes	$ -	$ -	$ 21	$ 21	$ 21	$ -	Lee County Solid Waste Assessment
38	Tax Collector /Property Appraiser Fees	$ 369	$ 369	$ 321	$ (48)	$ 369	$ 48	Lee County Tax Collector Fees $ 1.00 per parcel
39	Website Hosting, Maintenance, Backup (and Email)	$ 1,575	$ 2,100	$ 8,000	$ 5,900	$ 3,500	$ (4,500)	Email hosting $ 15.00 per email and $ 100.00 website hosting. This includes ADA remediation of the website.
40	Legal Counsel							
41	District Counsel	$ 22,640	$ 30,187	$ 30,000	$ (187)	$ 30,000	$ -	
42								
43	**Administrative Subtotal**	**$ 118,327**	**$ 150,512**	**$ 150,902**	**$ 390**	**$ 148,000**	**$ (2,902)**	
44								
45	**EXPENDITURES - FIELD OPERATIONS**							
46								
47	Electric Utility Services							
48	Utility Services	$ 9,000	$ 12,000	$ 26,000	$ 14,000	$ 24,300	$ (1,700)	Aerator utility cost $ 2,025 month
49	Street Lights	$ 29,068	$ 38,757	$ 28,000	$ (10,757)	$ 40,320	$ 12,320	Monthly AVG Plus additional costs for 12 new posts $ 5, 172.48 per year
50	Stormwater Control							
51	Aquatic Maintenance	$ 26,835	$ 35,780	$ 27,336	$ (8,444)	$ 27,336	$ -	Solitude agreement includes two new additional ponds
52	Fountain Service Repairs & Maintenance	$ 4,838	$ 6,451	$ 7,500	$ 1,049	$ 9,900	$ 2,400	Aerator Agreement and Water $ 625.00 per month plus additional fountain maintenance $ 600.00 per quarter
53	Lake/Pond Bank Maintenance	$ -	$ -	$ 14,000	$ 14,000	$ 14,000	$ -	
54	Wetland Monitoring & Maintenance	$ 104,173	$ 138,897	$ 146,803	$ 7,906	$ 146,803	$ -	Earth Tech Environmental Agreement
55	Other Physical Environment						$ -	
56	General Liability Insurance	$ 3,331	$ 3,250	$ 3,575	$ 325	$ 3,664	$ 89	As per Egis estimate.
57	Property Insurance	$ 2,241	$ 1,601	$ 1,761	$ 160	$ 1,761	$ -	As per Egis estimate.
58	Landscape Maintenance	$ 63,204	$ 84,272	$ 76,290	$ (7,982)	$ 76,296	$ 6	As per contract with Master Association $ 6, 357.52 per month.
59	Irrigation Repairs	$ 2,100	$ 2,800	$ 2,900	$ 100	$ 5,000	$ 2,100	
60	Landscape Miscellaneous	$ -	$ -	$ 3,000	$ 3,000	$ 21,801	$ 18,801	Misc. landscaping expenses including mulch and Pinestraw
61	Landscape Replacement Plants, Shrubs, Trees	$ -	$ -	$ 10,000	$ 10,000	$ 20,000	$ 10,000	
62	Road & Street Facilities							
63	Street/ Parking Lot Sweeping	$ -	$ -	$ 5,700	$ 5,700	$ 5,700	$ -	
64	Sidewalk Repair & Maintenance	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	$ -	
65	Street Sign Repair & Replacement	$ 4,315	$ 5,753	$ 5,000	$ (753)	$ 5,000	$ -	
66	Roadway Repair & Maintenance	$ -	$ -	$ 3,000	$ 3,000	$ 3,000	$ -	
67	Contingency							
68	Miscellaneous Contingency	$ -	$ -	$ 15,000	$ 15,000	$ 15,000	$ -	
69								
70	**Field Operations Subtotal**	**$ 249,105**	**$ 329,562**	**$ 385,865**	**$ 56,304**	**$ 429,881**	**$ 44,016**	
71								
72	**Contingency for County TRIM Notice**							
73								
74	**TOTAL EXPENDITURES**	**$ 367,432**	**$ 480,074**	**$ 536,767**	**$ 56,693**	**$ 577,881**	**$ 41,114**	
75								
76	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ 168,272**	**$ 54,263**	**$ -**	**$ 54,263**	**$ (0)**	**$ (0)**	

CFM (Magnolia Landing) Community Development District
Debt Service
Fiscal Year 2020/2021

Chart of Accounts Classification	Series 2004A-1	Series 2004A-2	Budget for 2020/2021
REVENUES			
Special Assessments			
Net Special Assessments [1]	$857,619.44	$804,222.40	$1,661,841.84
TOTAL REVENUES	**$857,619.44**	**$804,222.40**	**$1,661,841.84**
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	$857,619.44	$804,222.40	$1,661,841.84
Administrative Subtotal	**$857,619.44**	**$804,222.40**	**$1,661,841.84**
TOTAL EXPENDITURES	**$857,619.44**	**$804,222.40**	**$1,661,841.84**
EXCESS OF REVENUES OVER EXPENDITURES	**$0.00**	**$0.00**	**$0.00**

[2] Early Payment Discounts: 4.0%

Gross assessments **$1,731,085.25**

Notes:

Tax Roll Early Payment Discount is 4.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[2] Lee County collection costs changed from $1.42 per parcel/line to $1.45 per parcel/line.

CFM Community Development District

FISCAL YEAR 2020/2021 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2020/2021 O&M Budget	$577,881.00
Lee County 4.0% Early Payment Discount:	$24,078.38
Tax Collector Fee ($1.45 PER PARCEL / LINE)	$2,056.10
2020/2021 Total:	**$604,015.48**

2019/2020 O&M Budget	$536,767.00
2020/2021 O&M Budget	$577,881.00
Total Difference:	**$41,114.00**

	PER UNIT ANNUAL ASSESSMENT		**Proposed Increase / Decrease**	
	2019/2020	**2020/2021**	$	%
Series 2004A-2 Debt Service - Residential	$1,478.97	$1,478.97	$0.00	0.00%
Operations/Maintenance - Residential	$395.76	$425.96	$30.20	7.63%
Total	**$1,874.73**	**$1,904.93**	**$30.20**	**1.61%**
Series 2004A-2 Debt Service - Golf Course	$1,478.97	$1,478.97	$0.00	0.00%
Operations/Maintenance - Golf Course	$395.76	$425.96	$30.20	7.63%
Total	**$1,874.73**	**$1,904.93**	**$30.20**	**1.61%**
Series 2004A-1 Debt Service - Residential - Unplattec	$1,478.97	$1,060.99	-$417.98	-28.26%
Operations/Maintenance - Residential - Unplatted	$395.76	$425.96	$30.20	7.63%
Total	**$1,874.73**	**$1,486.95**	**-$387.78**	**-20.68%**

(1) Series 2004A-1 Debt Serivce assessment reduced in connection with the Trifurcation Reallocation Assessment Report dated August 15, 2019.

CFM COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020/2021 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		**$577,881.00**
EARLY PAYMENT DISCOUNT	**4.0%**	**$24,078.38**
(6) TAX COLLECTOR FEE ($1.45 PER PARCEL / LINE		**$2,056.10**
TOTAL O&M ASSESSMENT		**$604,015.48**

	UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT			PER LOT ANNUAL ASSESSMENT			
LOT SIZE		**SERIES 2004A-1 DEBT**	**Series 2004A-2 DEBT**	**TOTAL**	**% TOTAL**	**TOTAL**		**2004A-1 DEBT**	**2004A-2 DEBT**	
Platted Parcels	**O&M**	**SERVICE (2)**	**SERVICE (1)(3)**	**EAU's**	**EAU's**	**O&M BUDGET (5)**	**O&M**	**SERVICE (4)**	**SERVICE (4)**	**TOTAL (5)**
Residential	558	0	549	558.00	39.35%	$237,687.33	**$425.96**		**$1,478.97**	**$1,904.93**
Golf Course	18	0	18	18.00	1.27%	$7,667.33	**$425.96**		**$1,478.97**	**$1,904.93**
Total Platted	**576**	**0**	**567**	576.00	40.62%	**$245,354.66**				
Unplatted Lands		**Planned Units**								
Residential	842	842	0	842.00	59.38%	$358,660.81	**$425.96**	**$1,060.99**		**$1,486.95**
Total Unplatted	**842**	**842**	**0**	842.00	59.38%	**$358,660.81**				
Total Community	**1418**	**842**	**567**	1418.00	100.00%	**$604,015.48**				

LESS: Lee County Collection Costs ($1.45 per parcel / line) and Early Payment Discounts (4%): **($26,134.48)**

Net Revenue to be Collected: $577,881.00

				PER ACRE ASSESSMENTS - UNPLATTED		
				O&M	*DEBT*	*TOTAL*
UNPLAT BY ACREAGE	*249.43*	*249.43*	*$358,660.81*	*$1,437.92*	*$3,581.58*	*$5,019.50*

(1) Reflects seventeen (17) Series 2004A-2 prepayments.

(2) Reflects the number of total lots with Series 2004A-1 debt outstanding.

(3) Reflects the number of total lots with Series 2004A-2 debt outstanding.

(4) Annual debt service assessment per lot adopted in connection with the Series 2004 bond issue. Annual assessment includes principal, interest, Lee County collection costs ($1.45 per parcel) and early payment discount costs (4%).

(5) Annual assessment that will appear on November 2020 Lee County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

(6) Lee County collection costs changed from $1.42 per parcel/line to $1.45 per parcel/line.

Tab 10

RESOLUTION 2020-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE CFM COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors ("**Board**") of the CFM Community Development District (**"District"**) proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statute*s; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the CFM Community Development District for the Fiscal Year Ending September 30, 2021."

d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of $_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	$_____
DEBT SERVICE FUND (SERIES 2004)	$_____
TOTAL ALL FUNDS	$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed $10,000 or 10% of the original appropriation.

c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2020.

ATTEST:

CFM COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A: Fiscal Year 2020/2021 Budget(s)

Exhibit A

Fiscal Year 2020/2021 Budget(s)

Tab 11

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CFM Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Lee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget (**"Adopted Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (**"Fiscal Year 2020/2021"**), attached hereto as **Exhibit "A**;" and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B**," and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

B. **Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in

accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2020, 25% due no later than February 1, 2021 and 25% due no later than May 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2020.

ATTEST:

CFM COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Fiscal Year 2020/2021 Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A

Fiscal Year 2020/2021 Budget

Exhibit B

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.