



Rizzetta & Company

CFM

Community Development District

Board of Supervisors' Meeting
March 17, 2022

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

www.cfmccd.org

**CFM
COMMUNITY DEVELOPMENT DISTRICT**

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.cfmcd.org

Board of Supervisors	Paul Mayotte Sue Streeter Brian McGibbon Rodney Allen Terry Jo Gile	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Kutak Rock, LLP
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
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March 14, 2022

Board of Supervisors
**CFM Community
Development District**

REVISED AGENDA

Dear Board Members:

The Workshop of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, March 17, 2022 at 11:30 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the agenda for the workshop:

1. WORKSHOP

- A. Review of Budget Related to Aerator Project and Lakes

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, March 17, 2022 immediately following the conclusion of the Workshop scheduled to begin at 11:30 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the **revised** agenda for the meeting:

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENT – AGENDA ITEMS ONLY

3. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of the Board of Supervisors' Meeting held on February 17, 2022..... Tab 1

4. BUSINESS ITEMS

- A. Ratification of Special Assessment Bonds, Series 2021 Requisitions for Payment #13 through #17..... Tab 2
- B. Ratification of Johnson Engineering Work Authorization for Water Use Permit Modification..... Tab 3
- C. Consideration Johnson Engineering Proposal for Water Use Permit Pumpage Monitoring and Reporting Tab 4
- D. Consideration of Solitude Lake Management Fee Increase ... Tab 5

- E. Consideration of Resolution 2022-02, Regarding Conveyance of Surplus Property (Tract E) Tab 6**

5. STAFF REPORTS

- A. District Counsel
- B. District Engineer

March 14, 2022

- C. District Manager **Tab 7**
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. PUBLIC COMMENT**
- 8. 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, Kutak Rock, LLP

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, February 17, 2022 at 11:30 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912

Present and constituting a quorum:

Paul Mayotte	Board Supervisor, Chairman
Sue Streeter	Board Supervisor, Vice Chair
Brian McGibbon	Board Supervisor, Assistant Secretary
Rodney Allen	Board Supervisor, Assistant Secretary
Terry Jo Gile	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Kutak Rock, LLP (via speaker phone)
Brent Burford	District Engineer, Johnson Engineering
Sonny Backes	Mettauer Environmental
Andy Nott	Superior Waterway Services, Inc.
Chris Byrne	Solitude Lake Management, LLC
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 to public comment related to agenda items. There were none.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
December 16, 2021**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on December 16, 2021. She asked if there were any questions related to the minutes. There were none.

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On a Motion by Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on December 16, 2021, for the CFM Community Development District.

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50 **FOURTH ORDER OF BUSINESS**

**Consideration of the Operations and
Maintenance Expenditures for the
Months of November and December
2021 and January 2022**

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Ms. Blandon advised that the operations and maintenance expenditures for the period of November 1-30, 2021 total \$39,597.92, the expenditures for the period of December 1-31, 2021 total \$53,687.52 and the expenditures for the period of January 1-31, 2022 total \$13,072.45. She asked if there were any questions. There were none.

On a Motion by Mr. Mayotte, seconded by Ms. Gile, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Period of November 1-30, 2021 totaling \$39,597.92, the Period of December 1-31, 2021 totaling \$53,687.52, and the Period of January 1-31, 2022 totaling \$13,072.45, for the CFM Community Development District.

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61 **FIFTH ORDER OF BUSINESS**

**Ratification of Special Assessment
Bonds, Series 2021 Requisitions for
Payment #3 through #12**

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Ms. Blandon advised that requisitions #3 through #12 total \$2,693,734.75; she advised that the requisitions have already been approved and paid and so she is looking for a motion to ratify the payments.

On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board Ratified the Payment of Special Assessment Bonds, Series 2021, Requisitions for Payment #3 through #12, for the CFM Community Development District.

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70 **SIXTH ORDER OF BUSINESS**

**Consideration of Superior Waterways
Proposal for Fountain Lighting**

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Ms. Blandon advised that Superior Waterways submitted proposals for LED lighting for ponds #3 and #4. She advised the proposal for fountain #3 totals \$2,920.50 and the proposal fountain #4 totals \$2,208.25. Mr. Nott responded to questions from the Board.

On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board Approved the Proposals from Superior Waterways, for LED Lighting of Fountains #3 and #4, totaling \$5,128.75, Subject to Preparation of an Agreement by Counsel, for the CFM Community Development District.

SEVENTH ORDER OF BUSINESS

**Review and Consideration of Aeration
Proposals from Solitude Lake
Management and Superior Waterways**

Ms. Bandon advised that proposals were received from Solitude Lake Management and Superior Waterways for aeration systems in the ponds; she advised that the Solitude Lake Management proposal totals \$111,984 and the Superior Waterways proposals totals \$133,000, she further advised that Solitude is providing for a three-year warranty with one year on labor and Superior Waterways is providing for a three-year warranty with ninety days on labor. Mr. Burford advised that the aerators are to replace the waterators currently installed in the lakes; he further advised that it will be a good transition for the community. Mr. Burford advised that both proposals have been updated with the latest pricing. Mr. Chris Byrne of Solitude and Mr. Andy Nott of Superior Waterways were present, and each provided a presentation to the Board and advised that the pricing can be held through the remainder of the current year. Mr. Byrne and Mr. Nott responded to questions from the Board. Ms. Streeter recommended holding a workshop for large items to review budget considerations. Ms. Bandon recommended holding the workshop in March; she advised that she will circulate dates to the Board. Ms. Mackie reviewed the advertising requirements. This item was tabled.

EIGHTH ORDER OF BUSINESS

**Consideration of Acquisition
Documents Pertaining to the H&I
Utilities and the Roadways,
Stormwater, and Earthwork within B,
H, I, and L (under separate cover)**

Ms. Mackie advised that the Board previously approved the acquisition along with a not to exceed amount. She reviewed the status of the parcel H and I Utilities and the Roadways, Stormwater, and Earthwork within parcels B, H, I, and L. Board discussion ensued. No action was taken.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Mackie spoke regarding the current legislative session advising there may be possible changes that could impact CDD's; she advised that CDD Supervisors may need to have ethics training, Sovereign Immunity may increase to \$1,000,000.00, and finally there is a proposed bill to increase the early payment discount that all residents can take advantage of when paying their tax bill which could potentially affect the amount the District is assessing.

Ms. Streeter inquired regarding two parcels South of the potential Nalle Grade extension as Ms. Mackie had previously advised it was conservation to be transferred to CFM from Forestar. Ms. Mackie advised that the District has received all conservation areas that the District will be responsible for. She further advised that she will follow up and report back. Mr. Mayotte inquired as to revisiting the use of Nalle Grade Road for additional access or egress for Magnolia Landing whether it be for construction or otherwise. Discussion ensued.

B. District Engineer

Mr. Burford advised that he had no report but would be happy to answer any questions.

Ms. Streeter inquired regarding the lake bank concern at Crosswater. Mr. Burford advised that he has inspected the bank and there is two foot drop off and that will be reviewed again and addressed during the lake bank repair project.

Mr. Mayotte inquired as to the recharge wells. Mr. Burford advised that bond funds can be used to do the install which may require modification to the water use permit.

Mr. Mayotte inquired as to the recommendation on layers regarding the GIS mapping. Mr. Burford advised that the base layer is up and running; he advised that he is still working on it and will send the link to Ms. Blandon for review. Mr. Burford advised that it is an ongoing project so layers will be added.

Mr. Mayotte inquired as to the status of the water connection at parcel B. Mr. Burford advised that the connection has been made and some paperwork is necessary prior to opening the valve.

C. District Manager

Ms. Blandon provided an overview of the District Management report as contained in the agenda.

Ms. Blandon advised that the next meeting of the Board of Supervisors' is scheduled to be held on Thursday, March 17, 2022 at 11:30 a.m.

Ms. Blandon advised of resident concerns related to the preserve areas. Mr. Backes advised that the trees are healthy, and he has received authorization to remove one tree from the preserve. Mr. Backes advised that some of the trees reported by residents have been sent to the SFWMD and they have advised that trees cannot be removed as they are healthy. Ms. Blandon recommended that Mr. Backes prepare information sheet to be distributed by the HOA.

Ms. Streeter advised that there are pine needles collected on the inlet grates; she asked that the HOA be asked to clean the inlets as part of their landscape maintenance agreement. Ms. Blandon advised that she will reach out to the Association.

Ms. Gile inquired as to the sidewalk pressure washing; she asked if the vendor can do the resident pressure washing. Ms. Mackie advised that there is more flexibility on the HOA side to have residents pay for their portion of the work to be completed. Ms. Streeter advised that with the new management company, the HOA will be notifying residents of violations.

TENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Blandon opened the floor for Supervisor requests and comments. There were none.

ELEVENTH ORDER OF BUSINESS

Audience Requests and Comments

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

A resident spoke regarding the maintenance of the sidewalks; he advised that resident should be responsible for the work. Discussion ensued. The resident further recommended a secondary entrance/exit for the community. Further discussion ensued.

TWELFTH 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 Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board adjourned the meeting at 12:34 p.m., for the CFM Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CFM CDD
Special Assessment Bonds, Series 2021
Requisitions for Payment

Requisition No.	Vendor	Amount
13	Johnson Engineering, Inc.	\$670.00
14	Forestar USA Real Estate Group	\$656,660.36
15	Forestar USA Real Estate Group	\$684,890.89
16	Johnson Engineering, Inc.	\$9,407.50
17	Kutak Rock LLP	\$6,399.50
	Total	\$1,358,028.25

Tab 3



DATE: February 23, 2022

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

JOHNSON ENGINEERING, INC.
(CONSULTANT)

AND

**CFM COMMUNITY
DEVELOPMENT DISTRICT**
(OWNER)

PROJECT NAME: CFM CDD Irrigation Water Use Permit Modification

Section: 36 **Township:** 46 South **Range:** 25 East **County:** Lee
Latitude: 26.435515 **Longitude:** -81.768707 **Comments:** _____

CONSULTANT CONTACT INFORMATION

OWNER CONTACT INFORMATION

Project Manager: Kim Arnold
Address: 2122 Johnson Street
City: Fort Myers
State/Zip: Florida, 33901
Phone: (239) 334-0046
Email: karnold@johnsoneng.com

Bill to the attention of: Belinda Blandon, District Manager
d/o Rizzetta & Company
Billing Address: 9530 Marketplace Road, Suite 206
City/State/Zip: Fort Myers, Florida 33912
Phone: (239) 936-0913
Cell: _____
Email: bblandon@rizzetta.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING): Irrigation Water Use Permit Modification

CONSULTANT will assist OWNER with modification of existing Magnolia Landing irrigation water use permit (36-05392-W) to include new development areas as shown in the CFM Community Development District Expansion CIP Engineer's Report, dated April 2021, and include one or more additional wells in the permit. CONSULTANT will estimate irrigated acreage of additional development areas and calculate irrigation demand using the Modified Blaney-Criddle Irrigation Model. CONSULTANT will prepare required SFWMD (South Florida Water Management District) forms, site location maps, aerial photographs, site plans, prepare a SFWMD water conservation plan, perform uncalibrated groundwater modeling of aquifer drawdowns consistent with criteria in the Applicant's Handbook, and review regulatory records of potential contamination sites near the project site. CONSULTANT will respond to up to three (3) requests for additional information from the SFWMD. OWNER recognizes that water use permitting is a regulatory function and as such CONSULTANT cannot guarantee modification of any permit. OWNER is responsible for any SFWMD permit processing fees (estimated \$1,000).

FEE & TYPE:	Lump Sum (LS):	\$12,000	LS
	TOTAL FEES:	\$12,000	LS

OWNER AUTHORIZATION: I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand, and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 3 of this Agreement.

Authorized Signature: Paul Mayotte
Typed Name & Title: Paul Mayotte, Chairman

Date: 3/2/22

Work Authorization # _____

_____, 2022

CFM Community Development District
Lee County, Florida

Subject: **Work Authorization # _____**
CFM Community Development District


Dear Chairperson, Board of Supervisors:

Johnson Engineering, Inc., is pleased to submit this work authorization to provide engineering services for the CFM Community Development District (the "District"). We will provide these services pursuant to our current professional services agreement with the District ("**Engineering Agreement**") as follows:

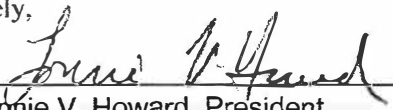
- **Scope of Services** – The District hereby engages the services of Johnson Engineering, Inc., as Engineer to perform the work described in the proposal attached hereto as **Exhibit A** – Irrigation Water Use Permit Modification.
- **Fees** – The District will compensate Johnson Engineering, Inc., in accordance with the terms of the Engineering Agreement and in an amount not-to-exceed Twelve Thousand Dollars (\$12,000.00) for such services.

All other terms of the Engineering Agreement apply to this Work Authorization # _____. If you wish to accept this work authorization, please sign where indicated, and return a complete copy to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

By: 
Authorized Representative of
CFM CDD
Date: 3/2/20

Sincerely,


By: Lonnie V. Howard, President
Johnson Engineering, Inc.

Tab 4

DATE: February 25, 2022**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

JOHNSON ENGINEERING, INC. AND

(CONSULTANT)

**CFM COMMUNITY
DEVELOPMENT DISTRICT (CDD)**

(OWNER)

PROJECT NAME: Magnolia Landing WUP Pumpage Monitoring and Reporting

Section: 2-4, 10-11 **Township:** 43 South **Range:** 24 East **County:** Lee
Latitude: 26.759094 **Longitude:** -81.89717 **Comments:** _____

CONSULTANT CONTACT INFORMATION

Project Manager: Tim Denison
Address: 2122 Johnson Street
City: Fort Myers
State/Zip: Florida, 33901
Phone: (239) 334-0046
Email: tim@johnsoneng.com

OWNER CONTACT INFORMATION

Bill to the attention of: CFM CDD c/o Rizzetta & Company
Billing Address: 9530 Marketplace Road, Ste. 206
City/State/Zip: Fort Myers, FL 33912
Phone: (239) 936-0913
Cell: _____
Email: bblandon@rizzetta.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

CONSULTANT will conduct monthly recording of flow totalizer readings from digital displays at SWP-4 (Golf Course & HOA), from flowmeters at SWP-5, and the reclaimed water pipe. CONSULTANT will calculate the monthly pumpage for each facility and email the values to the golf course manager each month. CONSULTANT will also submit quarterly reports of the monthly pumpage for facility groups SWP-4 and SWP-5 to South Florida Water Management District (SFWMD) as required by Special Condition 12 of Water Use Permit (WUP) Number 36-05392-W issued to Magnolia Landing. CONSULTANT will provide services for this contract in conjunction with the monthly chloride monitoring services already being provided as part of a separate contract.

FEE & TYPE:	Lump Sum Fixed Fee (billed monthly over 12-month period at \$200 per month):	2,400.00	LS
	TOTAL FEES:	2,400.00	LS
OWNER AUTHORIZATION: I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 2 of this Agreement.			
Authorized Signature: _____ Date: _____			
Typed Name & Title: <u>Paul Mayotte, Chairman</u>			

STANDARD BUSINESS TERMS AND CONDITIONS

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

Standard of Care: The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

Information from Owner: OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

Cooperation with Other Consultants or Owner's Attorney: Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

Permit and Application Fees: OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

Termination: This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

Billings and Payment: Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, we may, after seven days' notice to OWNER, suspend services under this Agreement until we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

Reimbursables: Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

Taxes: Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

Renegotiation of Fees: CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

Subconsultant: Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

Attorney Fees: Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

Legal Interpretations Clarified: The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS

AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

Project Delays: The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

Budgetary Limitations: It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

Excluded Services: CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Betterment: If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

Ownership of Instruments of Service: All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

Hazardous Materials: Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

Entire Understanding: This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

Consultant's Limited Liability: Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$2,400.00.
(Dollar Amount)

Tab 5



CFM CDD – Magnolia Landing
c/o Belinda Blandon, Rizzetta & Co.
3434 Colwell Avenue Suite 200
Tampa, FL 33614

March 9, 2022

Belinda,

As expressed in our previous email, the past year and a half has been difficult for all of us. SOLitude Lake Management has incurred significant cost increases for the tools necessary to manage lakes for our clients.

After careful consideration, we recognize it is not possible for us to continue to provide the same level of service for our clients without passing some of those costs on to them.

This increase we are proposing for CFM CDD – Magnolia Landing will relate to monthly costs going from \$2,346.00 month to \$2,416.38 month. The new monthly invoicing will become effective 4/1/22.

We appreciate the opportunity to provide exceptional service for your community, and this increase will allow us to continue to achieve your goals. Thank you.

Bill Kurth

Bill Kurth
District Manager



O:866-480-5253 M: 239-707-4899



solitudelakemanagement.com

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude 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 SOLitude 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

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF CERTAIN PROPERTY TO FORESTAR (USA) REAL ESTATE GROUP, INC.; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Act, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain public infrastructure; and

WHEREAS, the District previously adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within the boundaries of the District as described in the *Expansion Capital Improvement Plan Engineer's Report* dated May, 2021, as amended and restated from time to time (the "**Improvements**"); and

WHEREAS, the District financed a portion of the Improvements, including the cost to acquire certain land upon which certain Improvements are located, from the sale of its not to exceed \$10,545,000 Capital Improvement Revenue Bonds, Series 2021 (the "**Series 2021 Bonds**"); and

WHEREAS, pursuant to that certain *Acquisition Agreement (Expansion CIP)*, dated May 27, 2021 (the "**Acquisition Agreement**"), the District acquired certain property with the proceeds of the Series 2021 Bonds from Forestar (USA) Real Estate Group, Inc. ("**Developer**") as further identified in that certain Special Warranty Deed recorded in the Official Records of Lee County, Florida, Instrument No. 2021000367927 (the "**District-Acquired Property**"); and

WHEREAS, due to changes in the plan of development for the lands within the District, approximately 1.581 acres of the District-Acquired Property (the "**Surplus Property**") is no longer needed by the District as it serves no useful purpose in connection with the operation of the District's Improvements, all as further described in the District Engineer's Certificate attached hereto as **Exhibit A** (the "**Engineer Certificate**"); and

WHEREAS, the proposed re-conveyance ("**Conveyance**") will result in the District owning approximately 1.581 acres less of property than it originally acquired at a purchase price of Seventy-Five Thousand Dollars (\$75,000.00); and

WHEREAS, pursuant to the Acquisition Agreement and in reliance on the Engineer's Certificate, the District and Developer desire to (i) modify the legal description of the District-

Acquired Property to remove the Surplus Property pursuant to the Corrective Deed attached hereto as **Exhibit B**; and (ii) true-up the purchase price paid by the District.

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

SECTION 1. APPROVAL OF CONVEYANCE AND CORRECTIVE DEED. Pursuant to the Acquisition Agreement and in reliance on the Engineer's Certificate, modifying the legal description of the District-Acquired Property to remove the Surplus Property is a reasonable boundary adjustment necessary to accurately describe the lands intended to be conveyed to the District and the lands intended to remain in the Developer's ownership. Subject to the other terms provided herein, the Board hereby approves the Conveyance and authorizes the Chair, in consultation with District staff, to accept and execute any conveyance documents necessary to effectuate the Conveyance, including, but not limited to, the Corrective Deed substantially in the form attached hereto as **Exhibit B**. Developer shall be responsible for the payment of all costs of recording, documentary stamp tax, if any, and other matters related to the closing, transfer and recordation of the Corrective Deed.

SECTION 2. TRUE UP OF PURCHASE PRICE. The true up amount due by the Developer to the District as a result of the Conveyance is Seventy-Five Thousand Dollars (\$75,000.00) ("**True Up**"). Delivery of the Corrective Deed to the Developer is contingent upon the District's receipt of the True-Up amount from the Developer.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED, this 17th day of March, 2022.

ATTEST:

CFM COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Engineer's Certificate

Exhibit B: Corrective Deed

Exhibit A:
Engineer's Certificate

DISTRICT ENGINEER CERTIFICATE

Board of Supervisors
CFM Community Development District

Re: CFM Community Development District (Lee County, Florida)
Conveyance of Previously Acquired Property

Ladies and Gentlemen:

The undersigned, a representative of Johnson Engineering Inc. ("**District Engineer**"), as District Engineer for the CFM Community Development District ("**District**"), hereby makes the following certifications in relationship to the conveyance of that certain real property described in **Exhibit A** attached hereto (the "**Surplus Property**") conveyed pursuant to the Special Warranty Deed recorded in the Official Records of Lee County, Florida, Instrument No. 2021000367927, to be owned and maintained by the District as part of the Series 2021 Project. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I am familiar with the Surplus Property and the District's proposed conveyance of the same to Forestar (USA) Real Estate Group, Inc.;
2. In connection with the construction, maintenance, and operation of the Series 2021 Project, the Surplus Property does not serve any useful purpose to the District; and
3. The conveyance is a reasonable boundary adjustment necessary to accurately described lands intended to be conveyed to the District and lands intended to remain in the Developer's ownership.

JOHNSON ENGINEERING, INC.

Andrew D. Tilton, P.E.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Andrew D. Tilton, P.E., an authorized representative of Johnson Engineering, Inc., who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A (Engineer's Certificate):
Surplus Property

Exhibit B:
Corrective Deed

Tab 7



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** April 21, 2022
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seats 3 & 4):** November 9, 2021

**District
Manager's
Report**

March 10

2022

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M

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FINANCIAL SUMMARY

1/31/2021

General Fund Cash & Investment Balance:	\$468,744
Debt Service Fund Investment Balance:	\$1,404,215
Capital Projects Fund Investments	\$6,519,733
Total Cash and Investment Balances:	\$8,392,692

General Fund Expense Variance: \$78,138 Under Budget



Rizzetta & Company

Solitude Lake Management Rate Increase – Solitude has presented a request for a cost increase for 3%. This is for Board consideration.

GIS System - The District Engineer completed the mapping. The site access credentials will be sent to all Supervisors for review.

Fountain LED Lighting Replacement – Contract was executed pending installation.