



Rizzetta & Company

CFM **Community Development District**

Board of Supervisors' Meeting April 17, 2025

**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	Sue Streeter Todd Gile James Keneth Pate Brian McGibbon Mary Lieberman	Chair Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Kutak Rock, LLP
District Engineer	Mark Zordan	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.

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April 10, 2025

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, April 17, 2025, 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 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 March 20, 2025 Tab 1
4. **BUSINESS ITEMS**
 - A. Consideration of Proposals Received in Response to the RFP for Landscape and Irrigation Maintenance Tab 2
 - B. Consideration of Resolution 2025-03, Redesignating Officers of the District Tab 3
 - C. Consideration of Johnson Engineering Proposal for 2025 WUP Compliance Assistance Services Tab 4
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
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, March 20, 2025, 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:

Rodney Allen	Board Supervisor, Chair
Sue Streeter	Board Supervisor, Vice Chair
Brian McGibbon	Board Supervisor, Assistant Secretary
Todd Gile	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Kutak Rock, LLP (via Teams)
Mark Zordan	District Engineer, Johnson Engineering
Bailey Hill	Solitude Lake Management
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 advised that she now would open the floor for public comment regarding agenda items only.

Ms. Karen Welsh spoke regarding her letter of intent to serve on the Board and the Community. She asked regarding an invoice and spoke in detail regarding the lake issues on Camino Torcido.

Mr. Ecklund asked if the District Engineer reviewed the issue regarding the Oak Tree Roots adjacent to his home. The District Engineer explained his findings.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held
on February 20, 2025**

Ms. Bandon presented the Minutes of the Board of Supervisors' meeting held on February 20, 2025, and asked if there were any questions, comments, or changes to the minutes. Supervisor Streeter asked regarding traffic study. The District Engineer advised the Board that the study would be done the following week. There were no changes to the minutes.

On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on February 20, 2025, for the CFM Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Month of February 2024**

Ms. Bandon advised that operations and maintenance expenditures for the period of February 1-28 totaled \$81, 763.15. The Board asked regarding the Mettauer Invoice Paid. Ms. Bandon explained that this invoice was a part of the RPA submitted with FEMA which was denied and needed to be paid. There were no additional questions from the Board.

On a Motion by Ms. Streeter, seconded by Mr. Gile, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of February 2025, totaling \$81,763.15 for the CFM Community Development District.

FIFTH ORDER OF BUSINESS

**Appointment of Supervisor to Fill Seat
1 with a Term Expiring 11/2028**

The Board discussed the appointment to the Seat. Supervisor Streeter discussed the candidate she felt was the best to fill the position.

On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board appointed James Kenneth Pate to fill Seat # 1 with a term expiring on 11/2028 for the CFM Community Development District.

1. Ms. Bandon administered Mr. Pate's Oath of Office. Mr. Pate was asked if he wished to waive or receive his compensation for his attendance at meetings. He chose to receive compensation. District Counsel gave a brief overview of Sunshine Laws.

Supervisor Allen then spoke and informed the Board that he was going to resign from his position on the Board due to his work commitments. The Board thanked him for his service.

On a Motion by Mr. Gile, seconded by Mr. McGibbon, with all in favor, the Board appointed accepted Mr. Allen's resignation for the CFM Community Development District.

The Board then discussed the vacancy of seat # 3 with a term expiring in 2026. The Board discussed candidates.

On a Motion by Mr. Gile, seconded by Ms. Streeter, with all in favor, the Board appointed Mary Lieberman to fill seat # 4 with a term expiring 2026 for the CFM Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Resolution # 2025-02 Redesignating Officers of the District

The Board discussed Resolution # 2025-02 Re-designating Officers of the District.

On a Motion by Ms. Streeter, seconded by Mr. Gile, with all in favor, the Board Approved Resolution # 2025-02 Redesignating the Officers of District appointing Sue Streeter as Chairman, Todd Gile as Vice Chairman, and all remaining Supervisors and District Staff as Assistant Secretaries for the CFM Community Development District.

SEVENTH ORDER OF BUSINESS

Discussion Regarding Lake Banks

Bailey Hill from Solitude Lake Management was present and provided the Board with a report on an inspection performed of the lakes and their current conditions. She discussed the report. After discussion the Board requested that she provide a proposal for review and consideration prior to the next meeting. The Board discussed the lakes that Forestar has to address. After discussion it was agreed that the District Engineer will send the report to Forestar so that they can address the lakes they are responsible for.

EIGHTH ORDER OF BUSINESS

Consideration of Proposals Received In Response to the RFP for Landscape and Irrigation Maintenance

Ms. Blandon discussed the proposals with the Board and recommended tabling this due to two new Supervisors being appointed and the extensive process of review and decision making. After discussion the Board agreed to table this item.

NINTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Had nothing to report but advised that she was open to any questions but there were none.
- B. District Engineer
The District Engineer provided the Board with an update on the irrigation wells. The Board was advised that well rigging will take place next week in parcels F&J. He discussed the prior meeting requests for a light post on Avenida Del Vera and its location and the Board provided him with the location adjacent to the mailboxes. The Board discussed the speed bumps on Magnolia Landing Lane and well as the use of Stop Signs for speed control. The District Engineer advised the Board that the sidewalk on Fiddlewood needs to be replaced, and he will ensure that is properly reinforced. The Board discussed the drainage on Chestnut and whether possible elevations can be taken in some areas. There was discussion regarding the life span of fountains and aerators and the Ms. Blandon provided this information from the reserve study. Ms. Blandon agreed to recirculate the study.
- C. District Manager
Ms. Blandon informed the Board the next Board of Supervisors' meeting is scheduled for Thursday, April 17, 2025, at 11:30 am.

TENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

- Ms. Blandon asked if there were any supervisor requests or comments there were none.
- There were no additional audience comments.

ELEVENTH 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. McGibbon, seconded by Mr. Gile, with all in favor, the Board Adjourned the meeting at 12:30 p.m., for the CFM Community Development District.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CFM CDD (Magnolia Landing)
Landscape Irrigation Maintenance Services
Request For Proposals - Bid Opening Summary
March 4, 2025

Bidders	Magnolia Landing Golf	Pinnacle Landscapes	Yellowstone			
Ranking at Bid Opening (based on price ONLY)	3	2	1			
(Part 1) General Landscape Maintenance	\$610,260.00	\$246,344.00	\$151,835.42			
(Part 2) Fertilization	\$53,600.00	\$43,427.00	\$23,830.00			
(Part 3) Pest Control	\$51,600.00	\$4,250.00	\$6,540.95			
(Part 4) Irrigation	\$56,000.00	\$12,200.00	\$20,304.25			
Total (\$/year) (Contract Amount - Initial Term)	\$771,460.00	\$306,221.00	\$202,510.62			
First Annual Renewal	5.0% \$810,033.00	0.0% \$306,221.00	2.7% \$207,978.41			
Second Annual Renewal	5.0% \$850,535.00	3.0% \$315,406.00	2.0% \$212,137.97			
Third Annual Renewal	5.0% \$893,061.00	3.0% \$324,868.00	2.0% \$216,380.73			
Four-Year Average (ranking is based on this average)	\$831,272.25	\$313,179.00	\$209,751.93			
(Part 5) Installation of Shredded Wood Mulch						
Cubic Yards/Installation (April)	209	300	500			
Price per Cubic Yard (Installed)	\$70.64	\$66.00	\$56.25			
Cubic Yards/Installation (October)	209	300	500			
Price per Cubic Yard (Installed)	\$70.64	\$66.00	\$56.25			
Total - Shredded Wood Mulch/yr (Installed)	\$29,527.52	\$39,600.00	\$56,250.00			
(Part 5) Installation of Pine Straw Mulch						
Bales/Installation (April)	cubic yard 291	no bid	50			
Price per Bale (Installed)	\$69.83		\$5.30			
Bales/Installation (October)	cubic yard 291		50			
Price per Bale (Installed)	\$69.83		\$5.30			
Total - Pine Straw Mulch/yr (Installed)	\$40,641.06	\$0.00	\$530.00			
(Part 6) Annuals Installation (150 x 4)						
Price per Annual	\$9.00	\$6.05	\$3.95			
Total Annuals installation for (4) installs	\$5,400.00	\$3,630.00	\$2,370.00			
Annual Total inc. Mulch & Annuals (Pts. 1-6) Yr. 1	\$847,028.58	\$349,451.00	\$261,660.62			
Additional Costs CDD May incur at its discretion						
OTC Injections (To Treat Lethal Bronzing in Palms)	\$1,200.00	\$15,180.00	\$6,674.40			
TopChoice Application For Fire Ants	\$7,900.00	\$10,000.00	\$8,000.00			
Total Additional Costs CDD May incur at its discretion	\$9,100.00	\$25,180.00	\$14,674.40			
Additional Charges or Deducts						
Storm Cleanup (\$/hour)	\$40.00	\$105.00	varies			
Freeze Protection Landscape \$/application	\$500.00	NA	\$500.00			
Hand Watering Employee (\$/hour)	\$40.00	\$62.00	\$55.00			
Hand Watering Water Truck (\$/hour)	\$200.00	\$145.00	\$75.00			
Freeze Protection Irrigation \$/application	NA	NA	\$500.00			
After Hours Emergency Rate (\$/hour)	\$70.00	\$105.00	\$70.00			
Vendor Shop is ____ miles away & ____ drive time (round trip)	0 miles	0 hours	22 miles	1.5 hours	28 miles	1 hour
General Landscape Maintenance (Part 1) Breakdown (Price per event)						
Mowing, hard edging, blowing off hard surfaces	\$5,040.00	\$4,350.00	\$1,650.98			
Pond bank mowing including line-timming	\$2,970.00	\$5,100.00	\$1,650.98			
Bed detailing, weeding, soft-edging, pruning, delineation, dead-a-wooding, dead-heading annuals, trash and litter removal	\$4,650.00	\$6,200.00	\$990.59			
Tree lifting	\$2,600.00	\$500.00	as needed			
Pal pruning including seed pods and inflorescence, vines and volunteers	\$3,880.00	\$4,500.00	\$1,500.00			

Tab 3

RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CFM
COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING OFFICERS
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 Board of Supervisors of the District desires to redesignate Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Belinda Blandon is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretary; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolutions.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17th DAY OF APRIL, 2025.

**CFM COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

Tab 4



— An Apex Company —

DATE: March 18, 2025

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

JOHNSON ENGINEERING, LLC
(CONSULTANT)

AND

CFM
COMMUNITY DEVELOPMENT DISTRICT
(CDD)
(OWNER)

PROJECT NAME: Magnolia Landing WUP Compliance Assistance Services 2025

Sections: 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: tdenison@johnsoneng.com

OWNER CONTACT INFORMATION

Bill to the attention of: Belinda Blandon, District Manager
CFM CDD c/o Rizetta & Company, Inc.
Billing Address: 9530 Marketplace Road, Suite 206
City/State/Zip: Fort Myers, Florida 33912
Phone: (239) 936-0913 Ext. 0303
Cell: n/a
Email: BBlandon@rizzetta.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

Refer to page 3 for Scope of Services

FEE & TYPE:	Task 1: Magnolia Landing Chloride Sampling*	Lump Sum Fixed Fee:	\$9,000*	LS
	Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting**	Lump Sum Fixed Fee:	\$5,400*	LS
	Task 3: Additional Water Use Permit Compliance Assistance 2025	Time & Materials Fee:	\$1,500	T&M
	TOTAL FEES:		\$15,900	LS/T&M

NOTE:

* Task 1: Magnolia Landing Chloride Sampling will be billed at \$2,250 per quarter for 4 quarters.

**Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting will be billed at \$1,350 per quarter for 4 quarters.

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: _____

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, LLC ("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 \$15,900.
(Dollar Amount)

CONSULTANT will provide the following services to assist OWNER with South Florida Water Management District (SFWMD) Water Use Permit (WUP) compliance items. Currently, a water use permit modification and renewal application has been submitted to the SFWMD for WUP No. 36-05392-W (permit). The current modification application includes various existing and/or proposed facilities. Therefore, the scopes for Tasks 1 and 2 will include chloride sampling and water use (i.e., pumpage) monitoring for the existing facilities and up to two (2) additional facilities to account for the addition of the proposed facilities over the duration of the monitoring period.

Task 1: Magnolia Landing Chloride Sampling

CONSULTANT will conduct monthly sampling for up to four (4) existing irrigation recharge wells, surface water pumps, and/or monitoring wells MW-1 and MW-2, as directed by SFWMD WUP 36-05392-W (permit), for a period of 12 months from January – December 2025. Locations of proposed and existing facilities are shown on the attached Irrigation Facilities Site Plan. The sampling will be conducted in accordance with Special Permit Condition No. 21 of the above-mentioned permit, or the applicable permit condition under the renewed permit. CONSULTANT shall analyze samples utilizing Hach, Quantab Titration Strips for chloride concentration in milligrams per liter (mg/L) and report the results to the SFWMD on a quarterly basis via RegPermitting. Scope of services assumes accessibility to the site will be provided for field personnel, and that the equipment and condition of the wells and surface water pumps are suitable for the collection of chloride samples.

Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting

CONSULTANT will conduct monthly recording of flow totalizer readings from digital displays at SWP-4 (Golf Course and HOA) and from flowmeters at each active well and active surface water pump for a period of 12 months from January – December 2025. Locations of proposed and existing wells and pumps are shown on the attached Irrigation Facilities Site Plan. CONSULTANT will record the flow totalizer for each monitored facility to calculate the monthly and annual pumpage and manage the data in an Excel database. CONSULTANT will compare the monthly and annual pumpage to allocations specified in SFWMD WUP 36-05392-W. CONSULTANT will also submit quarterly reports of the monthly pumpage to SFWMD as required by Special Condition No. 12 of WUP 36-05392-W, or the applicable permit condition in the permit currently under review.

OWNER understands that data collected related to water use will be provided to OWNER for operational considerations. CONSULTANT will not operate withdrawal facilities or modify operational schedules.

Tasks 1 and 2 will be completed in one (1) mobilization per month, for up to twelve (12) mobilizations. A total of four (4) quarterly reports will be submitted to the SFWMD via RegPermitting, under permit number 36-05392-W. If additional mobilizations are required due to facility access or OWNER equipment damage or malfunctions, OWNER will be notified and additional fees associated with separate mobilizations may be required.

Task 3: Magnolia Landing Additional WUP Compliance Assistance 2025

CONSULTANT will provide additional WUP assistance as directed by OWNER. Additional assistance includes meetings with board members, coordination with irrigation or well contractors, and correspondence with OWNER and/or their representatives for items related to water use permitting and/or water use permit compliance, other than those described in Tasks 1 and 2. Chloride sampling or monitoring and reporting of pumpage for more than two (2) additional wells or surface water pumps may also be covered under this task. This task does not include the renewal and/or modification (i.e., changes in permitted allocations, source(s) of water, etc.) of water use permit number 36-05392-W. Cost for this task is estimated and will only be billed at the request of OWNER for the actual time and hourly cost based on the Professional Services Hourly Rate Schedule, *Attachment I*, on an as-needed basis.



ATTACHMENT I

PROFESSIONAL SERVICES HOURLY RATE SCHEDULE September 6, 2023



Professional

9	\$330
8	\$270
7	\$248
6	\$220
5	\$193
4	\$176
3	\$165
2	\$138
1	\$127

Construction Engineering and Inspection (CEI Services)

CEI Services Manager	\$204
CEI Senior Project Administrator	\$182
CEI Project Administrator	\$165
Contract Support Specialist	\$138
Senior Inspector	\$127
CEI Inspector III	\$116
CEI Inspector II	\$105
CEI Inspector I	\$94
Compliance Specialist	\$105
CEI Inspector's Aide	\$77

Technician

6	\$182
5	\$154
4	\$132
3	\$110
2	\$88
1	\$77

Administrative

3	\$105
2	\$94
1	\$77

Field Crew

4-Person	\$270
3-Person	\$231
2-Person	\$182

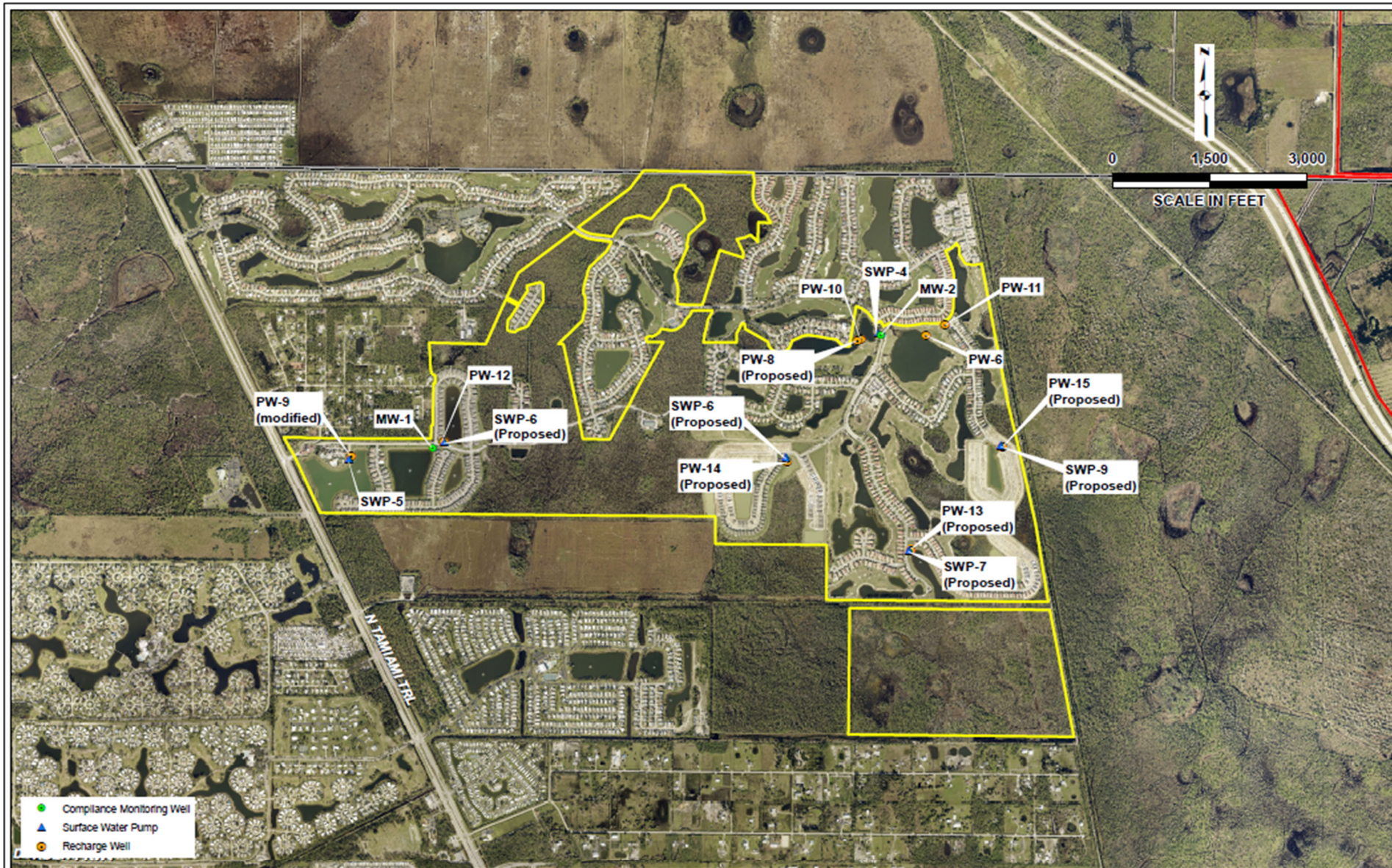
Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$440

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%





Magnolia Landing
Lee County

JOHNSON
ENGINEERING
— An Apex Company —

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

Irrigation Facilities Site Plan

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
FEB. 2025	20044888-019	00-00-00	1" = 1,500'	1