

# **CFM COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

**CFM  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING  
FEBRUARY 19, 2015**

**CFM COMMUNITY  
DEVELOPMENT DISTRICT AGENDA  
February 19, 2015 at 11:00 a.m.**

At the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912

<b>District Board of Supervisors</b>	Mike Dady Bob Bishop Brian Wasser John Blakley Leah Popelka	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Molly Maggiano	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lindsay Whelan	Hopping Green & Sams, P.A.
<b>District Engineer</b>	David K. Robson	Johnson Engineering, Inc.

**All Cellular phones and pagers must be turned off while in the meeting room.**

**The District Agenda is comprised of five different sections:**

The meeting will begin promptly at **11:00 a.m.** with the first section which is called **Public Comment**. The Public Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three **(3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager's office at (239) 936-0913 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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, FL 33912**

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February 12, 2015

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, February 19, 2015 at 11:00 a.m.**, at the office of Rizzetta & Company, Inc. located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the advance agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Audit Committee Meeting held on January 15, 2015 ..... Tab 1
  - B. Consideration of the Minutes of the Board of Supervisors Meeting held on January 15, 2015 ..... Tab 2
  - C. Consideration of Operation and Maintenance Expenditures for the Month of January 2015..... Tab 3
- 4. BUSINESS ITEMS**
  - A. Consideration of Agreement With LCEC for Installation of Lighting at Front Entry ..... Tab 4
- 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,

*Molly A. Maggiano*

Molly A. Maggiano  
District Manager

cc: Lindsay Whelan, 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 Audit Committee meeting of the CFM Community Development District was held on **Thursday, January 15, 2015 at 11:15 a.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.

Present and constituting a quorum:

Mike Dady	<b>Committee Member</b>
Bob Bishop	<b>Committee Member</b>
John Blakley	<b>Committee Member</b>
Brian Wasser	<b>Committee Member</b>
Leah Popelka	<b>Committee Member</b>

Also present were:

Molly Syvret	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Lindsay Whelan	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
David Robson	<b>District Engineer, Johnson Engineering, Inc.</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Consideration of Proposals Received in Response to the RFP for Audit Services**

Ms. Syvret provided an overview of the ranking process and reviewed the Evaluation Criteria as approved by the Committee at its' first meeting. She distributed ranking sheets to each of the Committee Members and asked that they each rank the proposals received from Carr, Riggs & Ingram; Garu & Associates; McDirmit Davis & Company, LLC; and Moss, Krusik & Associates, LLC. Ms. Syvret collected the ranking sheets and announced the results. Discussion ensued. The Board asked to revisit the score sheets. Ms. Syvret then collected the score sheets again and announced the results as follows: Carr Riggs & Ingram ranked highest, followed by, McDirmit Davis & Company, ranking second; Grau & Associates, ranking third; and Moss, Krusick & Associates, LLC, ranking fourth.

<p>On a Motion by Mr. Dady, seconded by Mr. Wasser, with all in favor, the Audit Committee recommended that the Board of Supervisors of the CFM Community Development District enter into a contract with Carr, Riggs &amp; Ingram, subject to request for reduction of \$500 from the proposed price, annually, as the highest ranked submitting firm for Auditing Services, for the Audit Committee of the CFM Community Development District.</p>
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**THIRD ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Blakley, seconded by Mr. Bishop, with all in favor, the Audit Committee adjourned the Audit Committee meeting at 11:32 a.m., for the Audit Committee of the CFM Community Development District.

DRAFT

# Tab 2

**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, January 15, 2015 at 11:33 a.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.

Present and constituting a quorum:

Mike Dady	<b>Board Supervisor, Chairman</b>
Bob Bishop	<b>Board Supervisor, Vice Chairman</b>
John Blakley	<b>Board Supervisor, Assistant Secretary</b>
Brian Wasser	<b>Board Supervisor, Assistant Secretary</b>
Leah Popelka	<b>Board Supervisor</b>

Also present were:

Molly Syvret	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Lindsay Whelan	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
David Robson	<b>District Engineer, Johnson Engineering</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

Ms. Syvret advised that after publication of the final agenda two items were received for inclusion in today's meeting. She asked that the Board amend the agenda to include two business items: Consideration of Quit Claim Deed Related to 13 Landscape and Drainage Parcels identified as Tracts I, J, M, N, O, Q, R, U, V, W, X, Y and AA, MAGNOLIA LANDING UNIT ONE, as per plat thereof recorded in O.R. Instrument No. 2007000052500 of the Public Records of Lee County, Florida; and Consideration of Access Easement Intended to Facilitate Transfer of the Water Management District Permit

<p>On a Motion by Mr. Dady, seconded by Ms. Popelka, with all in favor, the Board amended the Agenda to Include Two Business Items: Consideration of Quit Claim Deed Related to 13 Landscape and Drainage Parcels identified as Tracts I, J, M, N, O, Q, R, U, V, W, X, Y and AA, MAGNOLIA LANDING UNIT ONE, as per plat thereof recorded in O.R. Instrument No. 2007000052500 of the Public Records of Lee County, Florida; and Consideration of Access Easement Intended to Facilitate Transfer of the Water Management District Permit, for CFM Community Development District.</p>
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**SECOND ORDER OF BUSINESS**

**Public Comment**

Ms. Syvret opened the floor to public comments. Questions and comments from the public were entertained relating to traffic concerns and possibility of adding traffic calming devices, request to remove stop at the Dennisport intersection, roadway paving and manhole covers, and community entry lighting.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Audit Committee Meeting held on October 9, 2014**

Ms. Syvret presented the Minutes of the Audit Committee meeting held on October 9, 2014. She asked if there were any questions related to the Minutes. There were none.

On a Motion by Mr. Dady, seconded by Mr. Wasser, with all in favor, the Board accepted the Minutes of the Audit Committee Meeting held on October 9, 2014, for CFM Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Meeting held on October 9, 2014**

Ms. Syvret presented the Minutes of the Board of Supervisors' meeting held on October 9, 2014. She asked if there were any questions related to the Minutes. There were none.

On a Motion by Mr. Dady, seconded by Mr. Bishop, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on October 9, 2014, for CFM Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Landowner Meeting held on November 20, 2014**

Ms. Syvret presented the Minutes of the Landowner meeting held on November 20, 2014. She asked if there were any questions related to the Minutes. There were none.

On a Motion by Mr. Bishop, seconded by Ms. Popelka, with all in favor, the Board accepted the Minutes of the Landowner Meeting held on November 20, 2014, for CFM Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of the Operation and Maintenance Expenditures for the Months of September, October, November, and December 2014**

Ms. Syvret provided an overview of the expenditures paid for the period of September 1-30, 2014 which totaled \$21,388.28 and asked if there were any questions related to any item of

expenditure. There were none.

On a Motion by Mr. Dady, seconded by Mr. Blakley, with all in favor, the Board approved the Operation and Maintenance Expenditures for the Period of September 1-30, 2014 which totaled \$21,388.28, for CFM Community Development District.

Ms. Syvret provided an overview of the expenditures paid for the period of October 1-31, 2014 which totaled \$31,358.82 and asked if there were any questions related to any item of expenditure. There were none.

On a Motion by Mr. Dady, seconded by Mr. Bishop, with all in favor, the Board approved the Operation and Maintenance Expenditures for the Period of October 1-31, 2014 which totaled \$31,358.82, for CFM Community Development District.

Ms. Syvret provided an overview of the expenditures paid for the period of November 1-30, 2014 which totaled \$10,370.74 and asked if there were any questions related to any item of expenditure. There were none.

On a Motion by Mr. Blakley, seconded by Ms. Popelka, with all in favor, the Board approved the Operation and Maintenance Expenditures for the Period of November 1-30, 2014 which totaled \$10,370.74, for CFM Community Development District.

Ms. Syvret provided an overview of the expenditures paid for the period of December 1-31, 2014 which totaled \$17,879.17 and asked if there were any questions related to any item of expenditure. There were none.

On a Motion by Mr. Dady, seconded by Mr. Wasser, with all in favor, the Board approved the Operation and Maintenance Expenditures for the Period of December 1-31, 2014 which totaled \$17,879.17, for CFM Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Audit Committee  
Recommendations**

Ms. Syvret advised that prior to the onset of the meeting, the Audit Committee held a meeting to evaluate and rank the proposals received in response to the RFP for Auditing Services. She advised that the Committee recommends the Board enter into a contract/engagement letter with Carr, Riggs & Ingram, as the highest ranked firm, subject to a request for a reduction of \$500 from the proposed annual fees.

On a Motion by Mr. Dady, seconded by Mr. Bishop, with all in favor, the Board adopted the recommendations of the Audit Committee, for CFM Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-01,  
Canvassing and Certifying Results of the  
Landowner Election held November 20,  
2014**

Ms. Syvret provided an overview of the Resolution and the results of the Landowner Election. She advised Mr. Michael Dady receiving 508 votes was elected to seat 3 with a four year term, Ms. Leah Popelka receiving 507 votes was elected to seat 4 with a four year term, and Mr. Brian Wasser receiving 300 votes was elected to seat 5 with a two year term. Ms. Syvret asked if there were any questions. There were none.

On a motion by Mr. Blakley, seconded by Mr. Wasser, with all in favor, the Board adopted Resolution 2015-01, Canvassing and Certifying Results of the Landowner Election held November 20, 2014, for CFM Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-02, Re-  
Designating Officers of the District**

Ms. Syvret advised that following the Landowner Election it would be appropriate to re-designate officers of the District.

On a motion by Mr. Blakley, seconded by Mr. Wasser, with all in favor, the Board adopted Resolution 2015-02, Re-Designating Officers of the District as follows: Mr. Michael Dady to serve as Chairman, Mr. Bob Bishop to serve as Vice Chairman, and Mr. Brian Wasser, Mr. John Blakley, Ms. Leah Popelka, Ms. Molly Syvret, and Ms. Kari Hardwick to serve as Assistant Secretaries, for CFM Community Development District.

**TENTH ORDER OF BUSINESS**

**Discussion Regarding Traffic Calming  
Devices and/or Signage**

Ms. Syvret advised she has received several requests from residents of the community relating to traffic calming devices and signage. Discussion ensued regarding various options including speed bumps, additional speed limit and "curve" signage, speed tables/benches, and painted roadway markings.

On a Motion by Mr. Dady, seconded by Mr. Bishop, with all in favor, the Board approved painting yellow lane lines at the "S" curve in front of maintenance and in front of 3264 Magnolia Landing Lane, Not to Exceed \$500, for CFM Community Development District.

Discussion ensued regarding the request to remove a stop sign at the intersection of Magnolia Landing Lane and Dennisport. It was determined that removal of the sign would likely result in creating a speed issue, which would be a greater safety concern than, therefore the Board declined the request to remove the sign.

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**ELEVENTH ORDER OF BUSINESS**

**Consideration of Quit Claim Deed  
Related to 13 Landscape And Drainage  
Parcels Identified as Tracts I, J, M, N, O,  
Q, R, U, V, W, X, Y and AA,  
MAGNOLIA LANDING UNIT ONE, as  
per plat thereof recorded in O.R.  
Instrument No. 2007000052500 of the  
Public Records of Lee County, Florida**

Ms. Whelan provided an overview of the proposed conveyances; advising the deed is in draft form because she still needs to speak with the HOA, but believes they will be amenable. Discussion ensued.

On a Motion by Mr. Blakley, seconded by Mr. Bishop, with all in favor, the Board approved the deed in substantial form, authorized District Counsel to approach the HOA, and authorized the Chairman to execute the final document on behalf of the CDD, for CFM Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Access Easement  
Intended to Facilitate Transfer of the  
Water Management District Permit**

Ms. Whelan advised transfer of the permit has been held up by SFWMD because they were concerned there was no access document in place to confirm how the CDD will access facilities in currently unplatted areas, since there is private property in between. She further advised that the easement agreement would sunshine upon platting of those areas. Discussion ensued.

On a Motion by Mr. Dady, seconded by Mr. Wasser, with all in favor, the Board approved, in substantial form, the Access Easement Intended to Facilitate Transfer of the Water Management District Permit, for CFM Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
Ms. Whelan advised she had no report.
- B. District Engineer  
Mr. Robson advised he had no report.
- C. District Manager  
Ms. Syvret stated that the next meeting of the Board of Supervisors is scheduled for February 19, 2015 at 11:00am.

Ms. Syvret provided an overview of entitlement of supervisor compensation for Ms. Popelka and asked if Ms. Popelka would like to receive or waive compensation. Ms. Popelka advised she would like to receive compensation.

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

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

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Dady, seconded by Mr. Wasser, with all in favor, the Board adjourned the meeting at 12:25 p.m., for CFM Community Development District.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# Tab 3

# CFM COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

## Operation and Maintenance Expenditures January 2015 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2015 through January 31, 2015. This does not include expenditures previously approved by the Board.

The total items being presented:   **\$12,581.34**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# CFM Community Development District

## Paid Operation & Maintenance Expenses

January 1, 2015 Through January 31, 2015

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Breeze Corporation	1826	98163	Acct # L03434 Legal Advertising 01/15	53.00
Brian J. Wasser	1827	BW011515	Board of Supervisors Meeting 01/15/15	200.00
Hopping Green & Sams	1815	79554	General/Monthly Legal Services 11/14	1,170.72
John Blakley	1821	JB011515	Board of Supervisors Meeting 01/15/15	200.00
Johnson Engineering Inc	1816	20044888-001 Inv 86	General Engineering Services thru 12/14/14	1,226.25
Lake Masters Aquatic Weed Control, Inc.	1823	15-00136	Lake Maintenance 01/15	1,803.00
LCEC	1817	6571809552 12/14	Street Lights 3000 Magnolia Landing Ln 12/14	1,684.04
Leah Popelka	1825	LP011515	Board of Supervisors Meeting 01/15/15	200.00
Magnolia Landing Golf, LLC	1819	496	Aerator 12/14	625.00
Magnolia Landing Golf, LLC	1819	497	Aerator/ Utility Cost 12/14	500.00
Magnolia Landing Golf, LLC	1824	498	Aerator 01/15	625.00
Magnolia Landing Golf, LLC	1824	499	Aerator/ Utility Cost 01/15	500.00
Michael Dady	1822	MD011515	Board of Supervisors Meeting 01/15/15	200.00
Rizzetta & Company, Inc.	1818	17447	District Management Fees 01/15	3,394.33
Robert Bishop	1820	BB011515	Board of Supervisors Meeting 01/15/15	<u>200.00</u>
Report Total				<u>12,581.34</u>



**Classified/Legal Advertising Invoice**

**The Breeze Legals**

2510 DEL PRADO BLVD.

CAPE CORAL, FL

33904

(239) 574-1110

**CFM/CDD**  
**9530 MARKETPLACE ROAD**  
**SUITE 206**  
**FORT MYERS, FL**

01/08/2015 11:05:20AM

**33912**

**No: 98163**

**Phone: 813 933-5571**

Ad No <b>98163</b>	Customer No: <b>L03434</b>	Start Date <b>01-07-2015</b>	Stop Date <b>01-07-2015</b>	Category: <b>Legals</b>		Classification: <b>MISCELLANEOUS</b>	
Order No	Rate: <b>LA</b>	Lines: <b>106</b>	Words: <b>357</b>	Inches: <b>10.31</b>	Cost <b>53.00</b>	Payments <b>.00</b>	Balance <b>53.00</b>
Publications ... Runs <b>Breeze Legals ... 1</b> <b>Online Legals ... 1</b>		Solicitor: <b>SM</b>	Origin: <b>17</b>	Sales Rep: <b>3</b>	Credit Card	Credit Card Number	Card Expire
		<table border="1"> <tr> <td align="center">Identifier</td> </tr> <tr> <td>                     NOTICE OF REGULAR                      BOARD OF SUPERVISORS                      MEETING                      AND RE-SCHEDULED AUDIT                      COMMITTEE MEETING FOR                      THE                      CFM COMMUNITY                 </td> </tr> </table>					
Identifier							
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING AND RE-SCHEDULED AUDIT COMMITTEE MEETING FOR THE CFM COMMUNITY							

**RECEIVED**  
**JAN 12 2015**

Date received                     , inc.  
 M approval                      Date 1/20/15  
 Date entered                      **JAN 14 2015**  
 and 001 GL 51300 OC 4801

\*=Extend Expiration Date

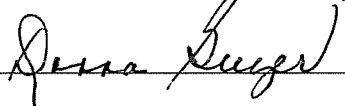
**CAPE CORAL BREEZE  
PUBLISHED CAPE CORAL, FLA**

**Affidavit of Publication**

State of Florida


County of Lee

Before the undersigned authority personally appeared Donna Guyer, who on oath says that he/she is the ADVERTISING REPRESENTATIVE of the Cape Coral Breeze newspaper, published at Cape Coral, Lee County, Florida that the attached copy of advertisement, being a Legal Notice, in the matter of Notice of Regular Board of Supervisors Meeting and Re-Scheduled Audit Committee Meeting for the CFM Community Development District, as published in said newspaper in the issues, January 7, 2015. Affiant further says that the Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, and has been entered as a second class periodicals matter at the post office in Fort Myers in said Lee County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said Newspaper.

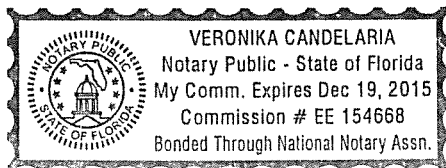
  
\_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this  
January 7, 2015

Notary Public

  
\_\_\_\_\_

98163



**NOTICE OF REGULAR BOARD  
OF SUPERVISORS MEETING  
AND RE-SCHEDULED AUDIT  
COMMITTEE MEETING FOR  
THE  
CFM COMMUNITY DEVELOP-  
MENT DISTRICT**

The Audit Committee for the CFM Community Development District will hold an audit committee meeting on January 15, 2015 at 11:00 a.m. at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The Audit Committee will review, discuss and evaluate the proposals submitted in response to the RFP for Audit Services. At the conclusion of the Audit Committee meeting, the District's Board of Supervisors will hold a regular meeting at which the Board may consider any matter that properly comes before it.

The meetings are open to the public and will be conducted in accordance with provisions of Florida Law for Community Development Districts. A copy of the agendas for the meetings may be obtained from the District Manager, at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 or by calling (239)936-0913. The meetings may be continued to a date, time, and place to be specified on the record at the meetings.

There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any action taken at the meetings is advised that this same 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 such appeal is to be based.

Molly Syvret  
District Manager  
Run date: 01/07/15  
98163

**CFM CDD  
SUPERVISOR PAY REQUEST**

Meeting Date: January 15, 2015

Name of Board Supervisor	Check if present	Travel Reimbursement
*Mike Dady	X	
*Brian Wasser	X	
*Bob Bishop	X	
*John Blakley	X	
Leah <del>Popelka</del> Popelka	X	

MD01515  
 BW011515  
 JB011515  
 BB011515  
 LP011515

\*Supervisors to be paid if present

Date Rec'd Rizzetta & Co., Inc. JAN 16 REC'D  
 D/M approval mmmm Date 1/20/15  
 Date entered JAN 21 2015  
 Fund 001 GL 51100 OC 1101  
 Check # \_\_\_\_\_

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

December 18, 2014

CFM Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

Bill Number 79554  
Billed through 11/30/2014

**General Counsel/Monthly Meeting**  
**CFMCDD 00001 MCE**

**FOR PROFESSIONAL SERVICES RENDERED**

11/04/14	CBO	Confer with Wasser regarding status of property transfer and procedure for creation of revised assessment methodology; prepare correspondence regarding landscape maintenance issues.	0.40 hrs
11/07/14	CBO	Confer with Robson regarding landscape maintenance issues.	0.60 hrs
11/17/14	MCE	Confer with Dady regarding contact with South Florida Water Management District; review proxy; confer with Syvret; review tasks to be completed; confer with Wasser; confer with Schindler and Dady.	1.20 hrs
11/19/14	MCE	Prepare for and travel to landowners' election.	1.00 hrs
11/20/14	MCE	Attend landowners' election; return travel; confer with Robson and Dady.	1.40 hrs
11/24/14	MGC	Review research project regarding access to on-site lakes and conservation areas.	0.20 hrs
Total fees for this matter			\$1,159.00

**DISBURSEMENTS**

Long Distance	0.48
Conference Calls	10.79
Mileage	0.45
Total disbursements for this matter	\$11.72

**MATTER SUMMARY**

Bowen, Chuck	1.00 hrs	180 /hr	\$180.00
Eckert, Michael C.	3.60 hrs	260 /hr	\$936.00
Collazo, Mike	0.20 hrs	215 /hr	\$43.00

TOTAL FEES	\$1,159.00
TOTAL DISBURSEMENTS	\$11.72

-----

=====

**TOTAL CHARGES FOR THIS MATTER**

**\$1,170.72**

**BILLING SUMMARY**

Bowen, Chuck	1.00 hrs	180 /hr	\$180.00
Eckert, Michael C.	3.60 hrs	260 /hr	\$936.00
Collazo, Mike	0.20 hrs	215 /hr	\$43.00

TOTAL FEES	\$1,159.00
TOTAL DISBURSEMENTS	\$11.72

-----

**TOTAL CHARGES FOR THIS BILL**

**\$1,170.72**

**Please include the bill number on your check.**

**RECEIVED**  
**DEC 22 2014**

Date Rec'd Rizzetta & Co., INC. \_\_\_\_\_

O/M approval MRS Date 1/6/15

Date entered DEC 29 2014

Fund 001 GL 51400 003107

Check # \_\_\_\_\_

Johnson Engineering, Inc.

Remit To:

P.O. Box 2112

Fort Myers, FL 33902

Ph: 239.334.0046 Fax: 239.334.3661

Project Manager David Robson

# Invoice

December 22, 2014

Project No: 20044888-001

Invoice No: 86

FEID #59-1173834

RECEIVED

DEC 26 2014

Accounts Payable

CFM CDD

3434 Colwell Ave

Suite 200

Tampa, FL 33614

Project 20044888-001 CFM CDD General Engineering

**Professional Services through December 14, 2014**

Phase 01 General Engineering

**Professional Personnel**

	Hours	Rate	Amount
Engineer VI			
Robson, David 11/17/2014	2.50	150.00	375.00
Onsite observation of WUP facilities with C Riger, Golf Course Superintendent.			
Robson, David 11/18/2014	.50	150.00	75.00
CFM CDD WWUP permit facilities exhibit development.			
Robson, David 11/20/2014	.50	150.00	75.00
App 031031-13 permit transfer review with M Dady.			
Robson, David 12/1/2014	1.50	150.00	225.00
Review SFWMD letter with M Daday and contact T Sanford, SFWMD			
Robson, David 12/2/2014	1.50	150.00	225.00
Send T Sanford plat and ownership information as requested.			
Robson, David 12/8/2014	1.00	150.00	150.00
Lake access document review to respond to T Sanford, SFWMD.			
Hydrogeologist IV			
Arnold, Kimberly 11/17/2014	.50	135.00	67.50
WUP questions, facility locations. monitoring plan			
Arnold, Kimberly 11/21/2014	.25	135.00	33.75
WUP revision questions			
Totals	8.25		1,226.25
<b>Total Labor</b>			<b>1,226.25</b>
<b>Total this Phase</b>			<b>\$1,226.25</b>
<b>Total this Invoice</b>			<b>\$1,226.25</b>

Date Rec'd Rizzetta & Co., inc.

O/M approval MMA Date 1/6/15

Date entered DEC 29 2014

Fund 001 GL 51300 OC 303

Check # \_\_\_\_\_

Lake Masters Aquatic Weed Control, Inc.  
 P.O. Box 2300  
 Palm City, FL 34991  
 Toll Free: 1-877-745-5729

# Invoice

DATE	INVOICE #
1/1/2015	15-00136

Bill To:
CFM CDD - MAGNOLIA LANDING 3434 COLWELL AVENUE., SUITE 200 TAMPA, FL 33614

susan.oraczewski@lakemasters.com	P.O. NO.	TERMS	REP	PROJECT
		Net 30		

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL	1,803.00	1,803.00

RECEIVED  
 JAN 05 2015

Date Rec'd RIZZETTA & CO., INC. \_\_\_\_\_  
 D/M approval MRS Date 1/14/15  
 Date entered \_\_\_\_\_  
 Fund 001 GL 53800 OC 4605  
 Check # \_\_\_\_\_

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.	<b>Total</b>	\$1,803.00
**NEW - ACH Instructions for Floridian Bank, 519 N. Magnolia Ave., Orlando, FL 32801. F/B/O Lake Masters Aquatic Weed Control, Inc., ABA #063115754, Acct. #61004288. Monthly invoice number MUST be included on each transaction. In addition, If you would like to receive your invoice via email, please send to susan.oraczewski@lakemasters.com.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,803.00



When purchasing lights to make your season jolly, choose LED lights rather than incandescent. Solid-state LED holiday lights use about 99 percent less energy than the larger, traditional incandescent lights, are better for the environment, and last longer.

Explanation of charges on reverse side. Page 1 of 1

12/25/14-092541

Customer Name: CFM COMMUNITY DEVELOPMENT DISTRICT

Account Number: 6571809552

Due Date: 01/16/2015

Account Summary as of December 26, 2014

Previous Balance	1684.04
Corrections	0.00
<b>Past Due Balance</b>	<b>\$1,684.04</b>
Current Charges - ELECTRIC	1684.04
Adjustments & Other Charges	0.00
<b>Total Amount Due</b>	<b>\$3,368.08</b>

Service Address: 3000 MAGNOLIA LANDING LN CASE ID#6806754959-T69628 NORTH FORT MYERS, FL 33917

SA ID# 6571809975 Security Lt-Comm

Service From 11/27/2014 to 12/26/2014

46 13' Decorative Pole at \$12.75 each	586.50
46 units 150 Decorative Lights Energy Charge at \$6.74 each	310.04
46 units 150 Decorative Lights Fixture Charge at \$14.17 each	651.82
Power Cost Adj. (2,943.9995 kWh at \$0.01665)	49.02
<b>Summary Of Light Related Charges</b>	<b>359.06</b>
<b>Summary Of Non Electric Fixtures</b>	<b>651.82</b>
<b>Summary Of Pole Related Charges</b>	<b>586.50</b>
Gross Receipts Tax	11.05
Franchise Fee-Unincorporated Lee Co. Government	75.61
<b>Current Charge Subtotal</b>	<b>\$1,684.04</b>

Date Rec'd Rizzetta & Co., Inc. JAN 06 REC'D

M/M approval MMA Date 1/6/15

Date entered JAN 06 2015

Unit 001 GL 531000C 4307

Check # \_\_\_\_\_

tear here

tear here

Past Due Balance of \$1684.04 subject to late fee, disconnection, and/or deposit if not paid immediately.

Pay your electric bill with your MasterCard, VISA, Discover or American Express card by calling 239-656-2300 or at www.lcec.net. Payments made before 4 pm post to your LCEC account within 6 hours; after 4 pm post the next day.

Page 1 of 1

Please check box if address is incorrect and indicate change(s) on back



Past Due/Prev Balance	Current Charges	Total Amount Due	Current Charges Due	Amount Paid
\$1,684.04	\$1,684.04	\$3,368.08	01/16/2015	

Please detach and return with your payment. Make checks payable to LCEC. Checks must be in U.S. funds and drawn on a U.S. bank.

ACCOUNT NUMBER: 6571809552

ADDRESSEE

2941 1 AT 0.403 15-11



CFM COMMUNITY DEVELOPMENT DISTRICT  
C/O RIZZETTA & COMPANY  
9530 MARKETPLACE RD STE 206  
FORT MYERS, FL 33912-0393

REMIT TO



LCEC  
P.O. BOX 31477  
TAMPA, FL 33631-3477





Magnolia Landing Golf, LLC.  
 3501 Avenida Del Vera  
 North Fort Myers, FL 33917  
 Phone: 239-543-4146  
 Fax: 239-652-6676

# Invoice

DATE	INVOICE #
12/31/2014	496

BILL TO
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Billing Period	DUE DATE
	1/1/2015

Item	DESCRIPTION	QTY	RATE	AMOUNT
Aerator	Aerator agreement & water use	1		625.00
Date Rec'd Rizzetta & Co., Inc. <u>JAN 0 8 REC'D</u> D/M approval <u>mmz</u> Date <u>1/14/15</u> Date entered <u>JAN 0 8 2015</u> Fund <u>001</u> GL <u>53800</u> OC <u>41014</u> Check # _____				

Subtotal		625.00
6% Tax		
<b>Total</b>		<b>625.00</b>

Magnolia Landing Golf, LLC.  
 3501 Avenida Del Vera  
 North Fort Myers, FL 33917  
 Phone: 239-543-4146  
 Fax: 239-652-6676

# Invoice

DATE	INVOICE #
12/31/2014	497

BILL TO
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Billing Period	DUE DATE
December 2014	1/1/2015

Item	DESCRIPTION	QTY	RATE	AMOUNT
Aerator	Utility Cost	1	500.00	500.00
Date Rec'd Rizzetta & Co., Inc. <u>JAN 08 2015</u> REC'D D/M approval <u>MRS</u> Date <u>1/4/15</u> Date entered <u>JAN 08 2015</u> Fund <u>001</u> GL <u>53100</u> OC <u>4304</u> Check # _____				

Subtotal	500.00
6% Tax	
<b>Total</b>	<b>500.00</b>

Magnolia Landing Golf, LLC.  
 3501 Avenida Del Vera  
 North Fort Myers, FL 33917  
 Phone: 239-543-4146  
 Fax: 239-652-6676

# Invoice

DATE	INVOICE #
1/31/2015	498

BILL TO
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Billing Period	DUE DATE
	2/1/2015

Item	DESCRIPTION	QTY	RATE	AMOUNT
Aerator	Aerator agreement & water use	1		625.00

REC'D Rizzetta & Co., Inc. JAN 08 REC'D  
 approval mmz Date 1/14/15  
 entered JAN 08 2015  
001 GL 53800 OC 4014

Subtotal	625.00
6% Tax	
<b>Total</b>	<b>625.00</b>

Magnolia Landing Golf, LLC.  
 3501 Avenida Del Vera  
 North Fort Myers, Fl 33917  
 Phone: 239-543-4146  
 Fax: 239-652-6676

# Invoice

DATE	INVOICE #
1/31/2015	499

BILL TO
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, Fl 33912

Billing Period	DUE DATE
January 2015	2/1/2015

Item	DESCRIPTION	QTY	RATE	AMOUNT
Aerator	Utility Cost	1	500.00	500.00
Date Rec'd Rizzetta & Co., Inc. <u>JAN 08 REC'D</u> D/M approval <u>mm</u> Date <u>1/14/15</u> Date entered <u>JAN 08 2015</u> Fund <u>001</u> GL <u>53100</u> OC <u>4304</u> Check # _____				

Subtotal	500.00
6% Tax	
<b>Total</b>	<b>500.00</b>

**RIZZETTA & COMPANY, INC.**

5020 W Linebaugh Avenue

Suite 200

Tampa, FL 33624

DATE	INVOICE NO.
1/1/2015	17447

BILL TO
CFM COMMUNITY DEVELOPMENT DISTRICT 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

TERMS	PROJECT
Due Upon Rec't	545 - CDD

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	<b>PROFESSIONAL FEES:</b>			
DM	District Management Services	*	3101 1,545.00	1,545.00
ADMIN	Administrative Services		3100 515.00	515.00
ACTG	Accounting Services		3201 1,236.00	1,236.00
FC	Financial Consulting Services		3111 98.33	98.33
	<b>Services for the period January 1, 2015 through January 31, 2015</b>			
	Date Rec'd Rizzetta & Co., Inc. <u>JAN 02</u> REC'D			
	D/M approval <u>mmz</u> Date <u>1/6/15</u>			
	Date entered _____			
	Fund <u>001</u> GL <u>51300</u> OC <u>*</u>			
	Check # _____			
			<b>Total</b>	<b>\$3,394.33</b>

# Tab 4



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 3000 Magnolia Landing Ln, North Fort Myers, FL 33917 requests on this 5th day of February, 2015 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 3000 Magnolia Landing Ln, North Fort Myers, FL 33917, located in Lee County, Florida.

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

<u>Lights Installed</u>		<u>Lights Removed</u>	
Fixture Type	# Installed	Fixture Type	# Removed
100 Watt HPS	2		

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
Wooden	Existing		

(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
\$4.49	\$5.67	\$0	\$10.16

**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 \$400.00 for the light, along with the Cost in Aid of Construction fee in the amount of \$ TBD 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 signature page along with payment in the return envelope provided.)



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 ~~3000 Magnolia Landing Ln, North Fort Myers, FL 33917~~ 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 requests on this 5th day of February, 2015 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 3000 Magnolia Landing Ln, North Fort Myers, FL 33917, located in Lee County, Florida.

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

<u>Lights Installed</u>		<u>Lights Removed</u>	
Fixture Type	# Installed	Fixture Type	# Removed
100 Watt HPS	2		

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
Wooden	Existing		

(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:**

- 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
\$4.49	\$5.67	\$0	\$10.16

**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 \$400.00 for the light, along with the Cost in Aid of Construction fee in the amount of \$ TBD prior to LCEC's initiating the requested installation or modification.

**Comment [A1]:** Please provide Cost in Aid of Construction fee amount.

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. Either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party.

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.

**Comment [A2]:** Please provide this amount or indicate that original installed cost of the facilities will be provided to the District within sixty (60) days of installation.

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 by the customer. 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

15. Limitation on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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**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: \_\_\_\_\_



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(Please return signature page along with payment in the return envelope provided.)

