

CFM COMMUNITY DEVELOPMENT DISTRICT

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

**CFM
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
MAY 21, 2014**

**CFM COMMUNITY
DEVELOPMENT DISTRICT AGENDA
May 21, 2014 at 11:00 a.m.**

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

District Board of Supervisors	Mike Dady Bob Bishop Brian Wasser Christina Southwick John Blakley	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Molly Syvret	Rizzetta & Company, Inc.
District Counsel	Chuck Bowen	Hopping Green & Sams, P.A.
District Engineer	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

May 13, 2014

Board of Supervisors
**CFM Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the CFM Community Development District will be held on **Wednesday, May 21, 2014 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 Board of Supervisors Meeting held on March 20, 2014..... Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for the Months of March and April 2014..... Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Scope of Services and Maintenance Exhibit for Invitation to Quote Landscape Maintenance Services..... Tab 3
 - B. Consideration of Proposal for Dissemination Agent Services Received from Lerner Reporting Services..... Tab 4
 - C. Consideration of Resolution 2014-03, Setting the Landowner Election Tab 5
 - D. Consideration of Audit for Fiscal Year End September 30, 2013 As Prepared by Carr, Riggs & Ingram
 - E. Consideration of LLS Tax Solutions Engagement Letter for Arbitrage Services Related to Series 2004A & 2004B Bonds Tab 6
 - F. Presentation of Fiscal Year 2014/2015 Proposed Budget..... Tab 7
 - G. Consideration of Resolution 2014-04, Approving a Proposed Budget and Setting a Public Hearing Thereon..... Tab 8
- 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. Syvret

Molly A. Syvret
District Manager

cc: Chuck Bowen, Hopping Green & Sams

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, 2014 at 11:00 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	Board Supervisor, Chairman
Bob Bishop	Board Supervisor, Vice Chairman
John Blakley	Board Supervisor, Assistant Secretary
Brian Wasser	Board Supervisor, Assistant Secretary
Christina Southwick	Board Supervisor, Assistant Secretary

Also present were:

Molly Syvret	District Manager, Rizzetta & Company, Inc.
Chuck Bowen	District Counsel, Hopping Green & Sams, P.A. (via speaker phone)
David Robson	District Engineer, Johnson Engineering

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Syvret stated for the record that there was no audience present.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on February 20, 2014

Ms. Syvret presented the minutes of the Board of Supervisors' meeting held on February 20, 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 approved the Minutes of the Board of Supervisors' Meeting held on February 20, 2014, for CFM Community Development District.
--

FOURTH ORDER OF BUSINESS

**Consideration of the Operation and
Maintenance Expenditures for the Month
of February 2014**

Ms. Syvret provided an overview of the expenditures paid for the period of February 1-28, 2014 which totaled \$14,931.13 and asked if there were any questions related to any item of expenditure. Discussion ensued regarding various items of expenditure.

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 February 1-28, 2014 which totaled \$14,931.13, for CFM Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Professional Services
Supplemental Agreement No. 011
between CFM CDD and Johnson
Engineering Related to Water Use
Monitoring**

It was explained that the Water Use Permit is in Windham's name, and that the permit covers the aerators, two pump stations, well, and well meter. It was also noted that irrigation for the golf course comes from the golf course lake and irrigation for the CDD and HOA comes from the HOA lake. Discussion ensued regarding which entity should be providing for the monitoring. The Board directed Staff to review and come back to the Board with a recommendation as to the best way to contract for the monitoring and allocate monitoring, maintenance, and usage costs.

SIXTH ORDER OF BUSINESS

**Consideration of DR Horton, Magnolia
Landing Unit 2 Plat**

Mr. Robson advised that no representative of DR Horton was present. He noted numerous conversations have taken place with himself, the District Engineer, and developer representatives.

Mr. Robson reviewed matters relating to drainage easements to be dedicated by the proposed plat and after review has determined the easements would be appropriate. He further noted that Tract LM is appropriate as Lee County Development Code no longer allows lake maintenance easements at the back of lots, and therefore they need to be separate tracts.

On a motion by Mr. Dady, seconded by Mr. Bishop, with all in favor, the Board approved the DR Horton, Magnolia Landing Unit 2, Plat subject to recommendation that maintenance of these tracts be kept in mind for budgetary purposes, and subject to revisions requested by Counsel, for CFM Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Bid Documents to be Utilized in Solicitation of Proposals for Landscape Maintenance Services

Ms. Syvret distributed and reviewed the draft bid documents. Discussion ensued. This item was tabled.

EIGHTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Mr. Bowen advised his firm is tracking legislative updates.

Mr. Dady advised that at last month's meeting a delinquency was noted related to Windham assessments and Staff was requested to send a letter to Windham. Mr. Dady asked if that letter went out. Mr. Bowen advised it did not, as Windham made payment that same day. Mr. Dady requested that a letter still be sent to document the incident and make clear prompt payment would be appreciated in the future.

- 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 April 17, 2014 at 11:00am.

NINTH ORDER OF BUSINESS

Supervisor Requests and Comments

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

Mr. Dady advised he would like to have the District Engineer review the depths of the lakes to see if the aerators can be eliminated, in part or in whole.

TENTH ORDER OF BUSINESS

Adjournment

<p>On a Motion by Mr. Dady, seconded by Mr. Bishop, with all in favor, the Board adjourned the meeting at 11:47 a.m., for CFM Community Development District.</p>

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CFM COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 Marketplace Road · Suite 206 · FT. MYERS, FLORIDA 33912

Operation and Maintenance Expenditures March 2014 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2014 through March 31, 2014. This does not include expenditures previously approved by the Board.

The total items being presented: **\$397.08**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenses

March 1, 2014 Through March 31, 2014

10101 - Cash-Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	1706	74400	General/Monthly Legal Services 12/13	\$ <u>397.08</u>
Report Total				\$ <u><u>397.08</u></u>

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

January 29, 2014

CFM Community Development District
c/o Accounts Payable
9530 Marketplace Road
Suite 206
Fort Myers, FL 33912

Bill Number 74400
Billed through 12/31/2013

General Counsel/Monthly Meeting
CFMCDD 00001 JLE

Date Rec'd Rizzetta & Co., Inc. FEB 06 2014
D/M approval MRS Date 2/12/14
Date entered FEB 06 2014
Fund 001 GL 51400 OC 3107
check# _____

FOR PROFESSIONAL SERVICES RENDERED

12/05/13 CBO Analyze issue regarding certificate of compliance; confer with Hume regarding same; confer with Robson regarding ownership of Unit C; draft letter to Lee County regarding same. 2.20 hrs

Total fees for this matter \$396.00

DISBURSEMENTS

Long Distance 1.08

Total disbursements for this matter \$1.08

MATTER SUMMARY

Bowen, Chuck 2.20 hrs 180 /hr \$396.00

TOTAL FEES \$396.00
TOTAL DISBURSEMENTS \$1.08

TOTAL CHARGES FOR THIS MATTER **\$397.08**

BILLING SUMMARY

Bowen, Chuck 2.20 hrs 180 /hr \$396.00

TOTAL FEES \$396.00
TOTAL DISBURSEMENTS \$1.08

TOTAL CHARGES FOR THIS BILL **\$397.08**

Please include the bill number on your check.

CFM COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 Marketplace Road · Suite 206 · FT. MYERS, FLORIDA 33912

Operation and Maintenance Expenditures April 2014 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2014 through April 30, 2014. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,017.51**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenses

April 1, 2014 Through April 30, 2014

10101 - Cash-Operating Account

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Breeze Corporation	1708	94857	Acct # L03434 Legal Advertising 02/14	\$ 44.50
Breeze Corporation	1708	95190	Acct # L03434 Legal Advertising 03/14	\$ 44.50
Brian J. Wasser	1721	BW022014	Board of Supervisors Meeting 02/20/14	\$ 200.00
Carr Riggs & Ingram LLC	1707	788670	Audit Services FY 12/13- Progress Billing	\$ 2,300.00
Carr Riggs & Ingram LLC	1711	797301	Audit Services FY 12/13- Progress Billing	\$ 1,000.00
Hopping Green & Sams	1713	74877	General/Monthly Legal Services 01/14	\$ 183.00
John Blakley	1710	JB022014	Board of Supervisors Meeting 02/20/14	\$ 200.00
Johnson Engineering Inc	1714	20044888-001 Inv 76	General Engineering Services 02/14	\$ 465.00
Lake Masters Aquatic Weed Control, Inc.	1715	14-01201	Lake Maintenance 02/14	\$ 1,803.00
Lake Masters Aquatic Weed Control, Inc.	1715	14-01979	Lake Maintenance 03/14	\$ 1,803.00
LCEC	1716	6571809552 02/14	Street Lights 3000 Magnolia Landing Ln 02/14	\$ 1,623.30
LCEC	1716	6571809552 03/14	Street Lights 3000 Magnolia Landing Ln 03/14	\$ 1,623.30
Lee County Comm. Dev/Public Works Center	1717	1882	Annual Regulatory Program & Surveillance Fee 2014	\$ 525.00
Magnolia Landing Golf, LLC	1719	339	Aerator/ Utility Cost 01/14	\$ 1,400.00
Magnolia Landing Golf, LLC	1719	340	Aerator Maintenance/Water Use 01/14	\$ 625.00
Magnolia Landing Master Association	1718	304	Landscape Maintenance 02/14	\$ 3,494.58
Michael Dady	1712	MD022014	Board of Supervisors Meeting 02/20/14	\$ 200.00
Rizzetta & Company, Inc.	1720	16361	District Management Fees 03/14	\$ 3,283.33
Robert Bishop	1709	BB022014	Board of Supervisors Meeting 02/20/14	\$ 200.00
Report Total				<u>\$ 21,017.51</u>

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL
33904
(239) 574-1110

CFM
9530 MARKETPLACE ROAD
SUITE 206
FORT MYERS, FL

02/12/2014 1:20:07PM

33912

No: 94857

Phone: 813 933-5571

Ad No 94857	Customer No: L03434	Start Date 02-12-2014	Stop Date 02-12-2014	Category: Legals		Classification: MISCELLANEOUS	
Order No	Rate: LA	Lines: 89	Words: 302	Inches: 8.65	Cost 44.50	Payments .00	Balance 44.50
Publications ... Runs Breeze Legals ... 1 Online Legals ... 1		Solicitor: SM	Origin: 17	Sales Rep: 3	Credit Card	Credit Card Number	Card Expire
		<table border="1"> <tr> <td align="center">Identifier</td> </tr> <tr> <td> Notice of Public Meeting CFM Community Development District A regular meeting of the Board of Supervisors of the CFM Community Development </td> </tr> </table> <p align="right">FEB 17 2014</p> <p> CFM approval <u>mas</u> date <u>2/20/14</u> Auto ordered <u>FEB 18 2014</u> Fund <u>001</u> of <u>51300</u> of <u>4801</u> Check# _____ </p>					
Identifier							
Notice of Public Meeting CFM Community Development District A regular meeting of the Board of Supervisors of the CFM Community Development							
<p>*=Extend Expiration Date</p>							

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

Affidavit of Publication

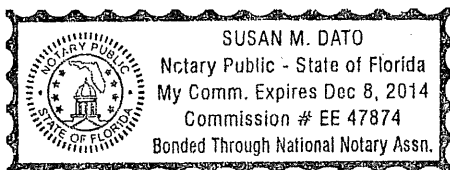
State of Florida
County of Lee

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 Public Meeting CFM Community Development District, as published in said newspaper in the issues, February 12, 2014. 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.

Donna Guyer

SWORN TO AND SUBSCRIBED before me this
February 12, 2014
Notary Public

Susan Dato
94857



**Notice of Public Meeting
CFM Community Development
District**

A regular meeting of the Board of Supervisors of the CFM Community Development District will be held on Thursday, February 20, 2014 at 11:00 a.m. at the office of Rizzetta & Company, Inc. located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 or by calling (239) 936-0913.

This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when a Board Supervisor may 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 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.

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Molly Svret
District Manager

Run date: 02/12/14
94857

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL
33904
(239) 574-1110

CFM
9530 MARKETPLACE ROAD
SUITE 206
FORT MYERS, FL

03/11/2014 4:01:15PM

33912

No: 95190

Phone: 813 933-5571

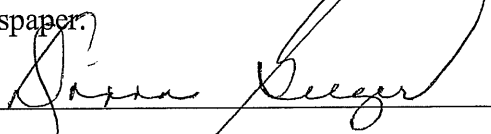
Ad No 95190	Customer No: L03434	Start Date 03-12-2014	Stop Date 03-12-2014	Category: Legals		Classification: MISCELLANEOUS	
Order No	Rate: LA	Lines: 89	Words: 302	Inches: 8.65	Cost 44.50	Payments .00	Balance 44.50
Publications ... Runs Breeze Legals ... 1 Online Legals ... 1		Solicitor: SM	Origin: 17	Sales Rep: 3	Credit Card	Credit Card Number	Card Expire
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Identifier							
Notice of Public Meeting CFM Community Development District A regular meeting of the Board of Supervisors of the CFM Community Development							
<p>*=Extend Expiration Date</p>							

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

Affidavit of Publication

State of Florida
County of Lee

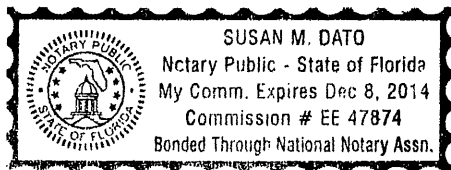
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SWORN TO AND SUBSCRIBED before me this
March 12, 2014
Notary Public



95190



**Notice of Public Meeting
CFM Community Development
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Molly Syvret
District Manager

Run date: 03/12/14
95190

**CFM CDD
SUPERVISOR PAY REQUEST**

Meeting Date: February 20, 2014

MD022014
BW022014
BB022014
JB022014

Name of Board Supervisor	Check if present	Travel Reimbursement
*Mike Dady	X	
*Brian Wasser	X	
*Bob Bishop	X	
*Christina Southwick	MWS	
*John Blakley	X	

\$200⁰⁰
Each

*Supervisors to be paid if present

Date Rec'd Hizzon & Co., Inc. _____
 D/M approval mas 2/20/14
 Date entered FEB 25 2014
 Fund 001 of 51100 of 001101
 Check# _____



CPAs and Advisors

500 Grand Boulevard, Suite 210
Miramar Beach, FL 32550
850-837-3141
Federal ID 72-1396621

CFM Community Development District
c/o Rezzetti & Co
9530 Marketplace Road #206
Fort Myers, FL 33912

Invoice No. 788670 (include on check)
Date 01/31/2014
Client No. 20-03862.000

Professional services rendered as follows:

Initial progress billing on audit of financial statements
as of September 30, 2013 \$ 2,300.00

Date Paid/Finalized FEB 06 2014
P/M approved MRS 2/12/14
Date entered FEB 06 2014
Fund 001 51300 3202

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,300.00	0.00	0.00	0.00	0.00	2,300.00

We accept Mastercard, Visa and American Express. Please complete the following information or contact our office to submit your payment over the phone.

Invoice Date: 01/31/2014
Invoice Number: 788670 Total Amount Due: \$ 2,300.00 CFM Community Development District Client No: 20-03862

Name as it appears on card: _____

Billing Address: _____

Card # _____ Exp Date: _____ Security # _____

Payment Amount: _____ Signature: _____



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

500 Grand Boulevard, Suite 210
Miramar Beach, FL 32550
850-837-3141
Federal ID 72-1396621

CFM Community Development District
c/o Rezzetti & Co
9530 Marketplace Road #206
Fort Myers, FL 33912

Invoice No. 797301 (include on check)
Date 02/28/2014
Client No. 20-03862.000

Professional services rendered as follows:

Second progress billing on audit of financial statements
as of September 30, 2013

\$ 1,000.00

MAR 03 2014
D/M approved *mrm* on *3/4/14*
MAR 04 2014
Fund 001 51300 3202

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
3,300.00	0.00	0.00	0.00	0.00	3,300.00

We accept Mastercard, Visa and American Express. Please complete the following information or contact our office to submit your payment over the phone.

Invoice Date: 02/28/2014 Client No: 20-03862
Invoice Number: 797301 Total Amount Due: \$ 1,000.00 CFM Community Development District

Name as it appears on card: _____

Billing Address: _____

Card # _____ Exp Date: _____ Security # _____

Payment Amount: _____ Signature: _____

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

February 28, 2014

CFM Community Development District
c/o Accounts Payable
9530 Marketplace Road
Suite 206
Fort Myers, FL 33912

Bill Number 74877
Billed through 01/31/2014

General Counsel/Monthly Meeting
CFMCDD 00001 JLE

01/14

MAR 10 2014
D/M approved *MMA* date 3/11/14
Date entered MAR 10 2014
Fund 001 51400 3107
Checked

FOR PROFESSIONAL SERVICES RENDERED

01/10/14	CBO	Follow up on issue related to grant of security powers to the district.	0.30 hrs
01/23/14	JLE	Confer with Syvret regarding transition agreement; follow-up regarding the same.	0.30 hrs
01/31/14	CBO	Confer with district staff regarding upcoming meeting.	0.30 hrs
Total fees for this matter			\$183.00

MATTER SUMMARY

Bowen, Chuck	0.60 hrs	180 /hr	\$108.00
Earlywine, Jere L.	0.30 hrs	250 /hr	\$75.00

TOTAL FEES \$183.00

TOTAL CHARGES FOR THIS MATTER

\$183.00

BILLING SUMMARY

Bowen, Chuck	0.60 hrs	180 /hr	\$108.00
Earlywine, Jere L.	0.30 hrs	250 /hr	\$75.00

TOTAL FEES \$183.00

TOTAL CHARGES FOR THIS BILL

\$183.00

Please include the bill number on your 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

February 25, 2014

Project No: 20044888-001

Invoice No: 76

FEID #59-1173834

Accounts Payable
CFM CDD
9530 Marketplace Road
Suite 206
Fort Myers, FL 33912

Project 20044888-001 CFM CDD General Engineering

Professional Services through February 16, 2014

Phase 01 General Engineering

Professional Personnel

			Hours	Rate	Amount
Engineer VI					
Robson, David	1/16/2014		1.00	150.00	150.00
Attend Lee County NPDES meeting.					
Robson, David	2/4/2014		1.00	150.00	150.00
YR 2 update to M Syrvet.					
Robson, David	2/12/2014		.50	150.00	75.00
Conference call with CFM Staff.					
Designer II					
Bailey, Timothy	12/11/2013		1.00	90.00	90.00
Tratitions					
Totals			3.50		465.00
Total Labor					465.00

Total this Phase \$465.00

Total this Invoice \$465.00

MAR 03 2014
 O/M approval mna date 3/4/14
 Auto entered MAR 04 2014
 Fund 001 of 51300.00 3103
 Check # _____

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

Invoice

DATE	INVOICE #
2/1/2014	14-01201

BILL TO
CFM CDD - MAGNOLIA LANDING 9530 MARKETPLACE RD., STE 206 FORT MYERS, FL 33912

E-mail	P.O. NO.	TERMS	REP	MAIL STOP ID
susano1@aol.com		Net 30		4696

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL 02/14	1,803.00	1,803.00

Date of Service: FEB 06 2014
 DM approval: mag 2/12/14
 Date billed: FEB 06 2014
 Amt: 001 53800 4605

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.

Payments/Credits	\$0.00
-------------------------	--------

**NEW - ACH Instructions for Orange Bank of Florida, 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 by email, please provide the email address.

Balance Due	\$1,803.00
--------------------	-------------------

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

Invoice

DATE	INVOICE #
3/1/2014	14-01979

BILL TO
CFM CDD - MAGNOLIA LANDING 9530 MARKETPLACE RD., STE 206 FORT MYERS, FL 33912

E-mail	P.O. NO.	TERMS	REP	MAIL STOP ID
susano1@aol.com		Net 30		4696

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL <div style="text-align: right; margin-right: 50px;">03/14</div> <div style="text-align: right; margin-right: 50px;">MAR 0 8 2014</div> <div style="text-align: right; margin-right: 50px;">MAR 0 4 2014</div> <div style="text-align: right; margin-right: 50px;">Fund 001 53800 4605</div>	1,803.00	1,803.00

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.	Payments/Credits \$0.00
**NEW - ACH Instructions for Orange Bank of Florida, 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 by email, please provide the email address.	Balance Due \$1,803.00

Customer Name: **CFM COMMUNITY DEVELOPMENT DISTRICT**

Account Number: **6571809552**

Due Date: **03/19/2014**

Account Summary as of February 26, 2014

Previous Balance	1623.30
Payment Received - 02/25/2014	-1623.30
Corrections	0.00
Past Due Balance	\$0.00
Current Charges - ELECTRIC	1623.30
Adjustments & Other Charges	0.00
Total Amount Due	\$1,623.30

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

SA ID# 6571809975 Security Lt-Comm

Service From 01/28/2014 to 02/26/2014

46 13' Decorative Pole at \$12.75 each	586.50
46 units 150 Decorative Lights at \$20.91 each	961.86
Power Cost Adj. (2,943.9995 kWh at \$0.01665)	49.02
Summary Of Light Related Charges	1010.88
Summary Of Pole Related Charges	586.50
Gross Receipts Tax	25.92
Current Charge Subtotal	\$1,623.30

date rec'd Rizzetta & Co., in FEB 28 2014
 O/M approval mm Date 3/4/14
 Date entered MAR 04 2014
 Fund 001 GI 53100 OC 4307
 Check# _____

tear here

tear here

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
\$0.00	\$1,623.30	\$1,623.30	03/19/2014	1623.30

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

2989 1 AT 0.403 16-12



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



Customer Name: **CFM COMMUNITY DEVELOPMENT DISTRICT**
Account Number: **6571809552**

Due Date: **04/18/2014**

Account Summary as of March 28, 2014

Previous Balance	1623.30
Corrections	0.00
Past Due Balance	\$1,623.30
Current Charges - ELECTRIC	1623.30
Adjustments & Other Charges	0.00
Total Amount Due	\$3,246.60

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

SA ID# 6571809975 Security Lt-Comm

Service From **02/27/2014 to 03/28/2014**

46 13' Decorative Pole at \$12.75 each	586.50
46 units 150 Decorative Lights at \$20.91 each	961.86
Power Cost Adj. (2,943.9995 kWh at \$0.01665)	49.02
Summary Of Light Related Charges	1010.88
Summary Of Pole Related Charges	586.50
Gross Receipts Tax	25.92
Current Charge Subtotal	\$1,623.30

03/14

MAR 31 2014
Date RECD Rizzetta & Co., Inc.
O/M approval *mna* Date *4/3/14*
Date entered APR 01 2014
Fund *001 GL 53100 OC 4307*
Check#

tear here

tear here

Past Due Balance of \$1623.30 subject to late fee, disconnection, and/or deposit if not paid immediately. 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
\$1,623.30	\$1,623.30	\$3,246.60	04/18/2014	1623.30

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

5028 1 AT 0.403 29-20



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



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

February 10, 2014

CFM CDD
Molly A. Syvret, District Manager
Rizzetta & Company, Inc
9530 Marketplace Road, Suite 206
Fort Myers, FL 33912

SUBJECT: NPDES Permit Fee Allocation

Dear Ms. Syvret:

Please find the enclosed Invoice No. 1882 in the amount of \$525.00 representing the CFM CDD cost share for the 2014 Stormwater Annual Surveillance Fee. The fees are delineated in the attached "Cycle 3 Year 3 NPDES MS4 Permit Fees Chapter 62-4 versus proposed ILA" spreadsheet. The fee remains unchanged from prior years and relevant back-up is provided for your information.

Should you require any further information, do not hesitate to contact this office.

Sincerely,

DEPARTMENT OF PUBLIC WORKS
Division of Natural Resources



L.A. Pellicer
Operations Manager

Enclosures



LEE COUNTY
SOUTHWEST FLORIDA

Invoice

BILL TO
CFM Community Development District Molly Syvret, District Manager 9530 Marketplace Road, Suite 206 Ft. Myers, FL 33912

FROM
LEE COUNTY NATURAL RESOURCES 1500 Monroe Street Fort Myers, FL 33901

DATE	INVOICE #	TERMS
2/7/2014	1882	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Year 2014 Annual Regulatory Program and Surveillance Fees for Municipal Separate Storm Sewer System Permit		525.00	525.00
		TOTAL	\$525.00

FEB 17 2014
 D/M approval: *Mrs* dated *2/20/14*
 FEB 18 2014
 Fund *001 51300 4902*

Please Remit to:
Lee County Comm. Dev/Public Works Center
1500 Monroe Street, 4th Floor Fort Myers, FL 33901
Attn: Fiscal Pool

For Questions please call Jennifer Fenske 239-533-8568

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

Invoice

DATE	INVOICE #
1/31/2014	339

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

Billing Period	DUE DATE
January 2014	2/1/2014

Item	DESCRIPTION	QTY	RATE	AMOUNT
Aerator Maintenance	Utility Cost	1	1,400.00	1,400.00
<p style="text-align: center;">FEB 03 2014</p> <p> 2014 P&L Management & Co., Inc. JM approval <u>mas</u> Date <u>2/12/14</u> Date entered <u>FEB 06 2014</u> Fund <u>001</u> of <u>53100</u> ac <u>4304</u> Check# _____ </p>				
			Subtotal	1,400.00
			6% Tax	
			Total	1,400.00

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

Invoice

DATE	INVOICE #
1/31/2014	340

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

Billing Period	DUE DATE
January 2014	2/1/2014

Item	DESCRIPTION	QTY	RATE	AMOUNT
Aerator Maintenance	Aerator Agreement & Water Use	1	625.00	625.00
Jare Rod'd Pizzolli & Co., Inc. O/M approval <i>mra</i> Date <i>2/12/14</i> Date entered <i>FEB 06 2014</i> Fund <i>001</i> Ac <i>53800</i> cc <i>4614</i> Check# _____				
			Subtotal	625.00
			6% Tax	
			Total	625.00

Magnolia Landing Master Association, Inc.

INVOICE

4809 Ehrlich Road, Suite 105
 Tampa, FL 33624
 Phone 813.374.2363 Fax 813.374.2362

DATE: February 1, 2014
 INVOICE # 304
 FOR: Landscape Maintenance

Bill To:
 Attn: Molly Syvret
 CFM CDD
 9530 Marketplace Road, Suite 206
 Fort Myers, FL 33912
 Phone: (239) 936-0913 Fax: (239) 936-1815

MAR 18 2014
 MAR 19 2014
 MAR 18 2014
 001 53900 4604

DESCRIPTION	AMOUNT
CDD Landscape Maintenance - February 2014 02/14	\$ 3,494.58
TOTAL	\$ 3,494.58

Make all checks payable to **Magnolia Landing Master Association Inc.**

THANK YOU FOR YOUR BUSINESS!

RIZZETTA & COMPANY, INC.
 5020 W Linebaugh Avenue
 Suite 200
 Tampa, FL 33624

DATE	INVOICE NO.
3/1/2014	16361

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
	PROFESSIONAL FEES:			
DM	District Management Services		1,500.00	1,500.00
ADMIN	Administrative Services		500.00	500.00
ACTG	Accounting Services		1,200.00	1,200.00
FC	Financial Consulting Services		83.33	83.33
	Services for the period March 1, 2014 through March 31, 2014			
	<p style="text-align: right;">FEB 27 2014</p> <p>City Manager approval: <i>MBZ</i> Date: <i>3/1/14</i></p> <p>Date entered: <i>MAR 04 2014</i></p> <p>Fund: <i>001</i> <i>51300</i> <i>3101</i></p> <p>Cheque: <i>3100</i> <i>3201</i> <i>3111</i></p>			

Total	\$3,283.33
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Tab 3

PROJECT MANUAL FOR
THE INFORMAL
INVITATION FOR QUOTE
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

CFM
COMMUNITY DEVELOPMENT DISTRICT
("District")

Date of Issue: May 30, 2014
Due Date / Time: June 25, 2014 at 4:00 P.M.

PROJECT MANUAL
TABLE OF CONTENTS

1.	Invitation for Quote	3
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4	Qualification Statement Table of Contents.....	11
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7	Exhibit "B" - Quote Form.....	38-57

DRAFT

**INFORMAL INVITATION FOR QUOTE
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:**

CFM COMMUNITY DEVELOPMENT DISTRICT

Lee County, Florida

Notice is hereby given that **CFM Community Development District** (the “District”) will accept quotes from all qualified companies interested in providing landscape and irrigation maintenance services. These quotes are being requested through an informal process that does NOT include most provisions provided in a formal Request for Proposal (RFP) due to the dollar amount of the contract. For this reason, quotes meeting or exceeding \$195,000 will be rejected.

The Quote Packet will be available for public inspection and may be obtained beginning **Friday May 30, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.**

Firms desiring to submit quotes for this project must attend a mandatory pre-submission meeting, on **Thursday June 5, 2014 at 1:30 p.m. (EST) on site at CFM Community Development District, Magnolia Landing Clubhouse, , FL .** Failure to attend the mandatory pre-submission meeting as specified will disqualify the vendor. Firms desiring to submit quotes must submit one (1) original and eight (8) hard copies of the required quote packages no later than **June 25, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614,** Attention: Tyree Brown. Quotes shall bear the name of the vendor on the outside of the package and shall clearly identify the project as “CFM Community Development District Landscape and Irrigation Maintenance Services Quote”. Quotes may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted.

If reasonable accommodations are needed for participation in any quote meeting, please call the District Management representative, Tyree Brown, at (813) 994-1001 forty-eight hours in advance.

The District’s Board of Supervisors will review the proposals and award a contract that is in the best interests of the District. **Please be advised that, under Florida law and the District’s rules of procedure, this solicitation process is not required to be formally bid, and there are no bid protest rights associated with this solicitation process or any final award of a contract. As such, the District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, waive any irregularities in any proposal, and change or waive at any time any provisions in the solicitation documents, as the District in its sole discretion deems appropriate. Moreover, the District explicitly and clearly reserves the right to make an award on any basis that it deems appropriate.**

Any and all questions relative to this request for quotes shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Molly Syvret at msyvret@rizzetta.com.

**CFM
COMMUNITY DEVELOPMENT DISTRICT
INFORMAL INVITATION FOR QUOTES**

**Exterior Landscape and Irrigation Maintenance Services
Lee County, Florida**

Instructions to Vendors

SECTION 1. DUE DATE AND MANDATORY PRE-SUBMISSION MEETING. Firms desiring to submit quotes for this project must attend a mandatory pre-submission meeting on Thursday June 5, 2014 at 1:30 p.m. (EST) at CFM Community Development District, Magnolia Landing Clubhouse, , FL and submit one (1) original and eight (8) hard copies of the required quote package no later than June 25, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. Quotes for the District work shall bear the name of the vendor on the outside of the package and shall clearly identify the project. Quotes may be either mailed or hand-delivered. Any quote not completed as specified or missing the required quote documents may be disqualified at the District's discretion. Firms or individuals submit their quotes on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by quoting company prior to issuance of a contract. All costs to prepare and submit a response to this IFQ shall be borne by the quoting company.

SECTION 2. SIGNATURE ON QUOTE. The quoting company must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the quote is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the quote shall show the name of the state under the laws of which the corporation was chartered. In addition, the quote shall bear the seal of the corporation. Anyone signing the quote as agent shall file with the quote legal evidence of his/her authority to do so. All quotes must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the quote.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District quote, the quoting company shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a quote is a certification by the quoting company that the quoting company is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a quote, the quoting company is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the quoting company will in no way

relieve it from responsibility to provide the services and fulfill such other obligations covered under the quote in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF QUOTING COMPANY. The District contract, if awarded, will only be awarded to a responsible quoting company who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The quoting company shall submit with its quote satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Quoting company shall be disqualified and their quotes rejected if the District has reason to believe that collusion may exist among the quoting companies, the quoting company has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at tbrown@rizzetta.com with a copy to Molly Syvret at msyvret@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Quote Packet. Any inquiry or request for interpretation received **before 4:00 p.m. Friday June 20, 2014**, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all quoting companies. No inquiries will be accepted from subcontractors; the quoting company shall be responsible for all queries.

SECTION 8. SUBMISSION OF QUOTE. Submit one (1) original and eight (8) hard copies of the quote forms for the District, along with other requested attachments, at the time and place indicated herein, marked with the project title and name and address of the quoting company and accompanied by the required documents. If the quote is sent through the mail or other delivery system, the envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO INVITATION FOR QUOTES (CFM Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOSED" on the face of it.

SECTION 9. MODIFICATIONS AND WITHDRAWAL. Quotes may be modified or withdrawn by an appropriate document duly executed and delivered to the place where quotes are to be submitted at any time prior to the time and date the quotes are due.

SECTION 10. PROJECT MANUAL. The Quote Packet/Project Manual, including scope of work for the District, will be available beginning **Friday May 30, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.**

SECTION 11. QUOTE FORMS. All blanks on the quote forms must be completed in ink or typewritten. In making its quote, each quoting company represents that it has read and understands the Quote Packet/Project Manual and that the quote is made in accordance therewith, including verification of the contents of the Quote Packet/Project Manual. Failure to supply any requested information and submit fully completed forms may result in

disqualification. The District reserves the right to request additional information if clarification is necessary. The project manual contains three (3) quote forms. Contractors are requested to quote the CDD portion of the project and the two "Optional Areas" on separate quote forms. Although the District is overseeing the process of obtaining quotes for all areas in the community which require landscape maintenance, for purposes of this process the Optional Areas may or may not be included in a resulting contract with the District, in whole or in part, or may be contracted for separately, in whole or in part, with another entity having ownership or maintenance responsibility for said area(s).

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District's Board of Supervisors will review the proposals and award a contract that is in the best interests of the District. **Please be advised that, under Florida law and the District's rules of procedure, this solicitation process is not required to be formally bid, and there are no bid protest rights associated with this solicitation process or any final award of a contract. As such, the District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, waive any irregularities in any proposal, and change or waive at any time any provisions in the solicitation documents, as the District in its sole discretion deems appropriate. Moreover, the District explicitly and clearly reserves the right to make an award on any basis that it deems appropriate.**

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the quoting company shall enter into and execute a contract agreement. If a quoting company to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the company of its choice, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("Contractor") will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This IFQ does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all quotes. The District reserves the right to award by items, groups of items, or total quote.

SECTION 14. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful quoting company has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 15. INSURANCE. All quoting companies shall include as part of their quote a current Certificate of Insurance demonstrating the company's insurance coverage. In the event the quoting company is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured's, as more specifically to be stated in the contract to be executed, within

fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as provided for in the contract referenced in Section Thirteen (13) above.

SECTION 16. INDEMNIFICATION. The successful quoting company for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District quotes shall include the following information in addition to any other requirements of the Quote Packet/Project Manual:

- A. Completed price quote for the District (forms (2) attached).
- B. Three references from projects of similar size and scope to which the quoting company has provided, or is currently providing services. The quoting company must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.
- C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.
- D. Completed copies of all other forms included within the Quote Packet/Project Manual.

SECTION 19. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Invitation for Quotes is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication is prohibited. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 20. PRICING. Quoting companies shall submit their price information on the supplied forms with all blank spaces completed. Quoting companies shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Quoting companies will not be allowed to make any substitutions in materials, quantities or frequencies during the quote process. Quoting companies shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 21. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the “District” shall be construed to refer to the CFM Community Development District and the District shall be the legislative authority for all matters concerning the District and the District’s resulting contract.

SECTION 22. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the quote response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the quote. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this quote and the quoting company’s authorized signature affixed to the quote attests to this.

DRAFT

QUOTE FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

CFM
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

CFM
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before June 25, 2014 at 4:00 P.M. (EST)

TO: CFM Community Development District

FROM: _____
(Quoting Company)

In accordance with the Invitation for Quotes for Exterior Landscape and Irrigation Maintenance for CFM Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Quotes shall be in accordance with the Quote Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this quote, that all information provided herein has been provided in full and that such information is truthful and accurate. The quoting company agrees through submission of this quote to honor all pricing information one hundred twenty (120) days from the date of the quote opening, and if awarded the District Contract on the basis of this quote to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Quoting company understands that inclusion of false, deceptive or fraudulent statements of this quote constitutes fraud; and, that the District considers such action on the part of the quoting company to constitute good cause for denial, suspension or revocation of a quote.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to

verify the statements made in this quote or attachments hereto, or regarding the ability, standing and general reputation of the quoting company.

The undersigned further acknowledges the receipt of the Quote Packet/Project Manual and all Quote Documents related thereto.

I, _____ REPRESENTING _____ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Quote Amount:

- A. Annual Total
CDD (Contract Total - Parts 1 thru 4) \$ _____**
- B. Annual Total
Optional Areas #1 (Contract Total - Parts 1 thru 4) \$ _____**
- C. Annual Total
Optional Areas #2 (Contract Total - Parts 1 thru 4) \$ _____**

NAME OF QUOTING COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

QUALIFICATION STATEMENT

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**CFM
COMMUNITY DEVELOPMENT DISTRICT**

**QUOTING COMPANY'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES**

(Name of Quoting Company)

**CFM COMMUNITY DEVELOPMENT DISTRICT
QUOTING COMPANY QUALIFICATION STATEMENT**

1. Quoting Company: _____ // A Partnership
 [Company Name] // A Corporation
 // A Subsidiary Corporation
2. Parent Company Name: _____
3. Parent Company Address:
- Street Address _____
- P.O. Box (if any) _____
- City _____ State _____ Zip Code _____
- Telephone _____ Fax no. _____
- 1st Contact Name _____ Title _____
- 2nd Contact Name _____ Title _____
4. Quoting Company Address (if different):
- Street Address _____
- P. O. Box (if any) _____
- City _____ State _____ Zip Code _____
- Telephone _____ Fax no. _____
- 1st Contact Name _____ Title _____
- 2nd Contact Name _____ Title _____
5. List the location of the office from which the quoting company would provide services to the District.
- Street Address _____
- City _____ State _____ Zip Code _____
- Telephone _____ Fax No. _____
- 1st Contact Name _____ Title _____

6. Is the Quoting Company incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Quoting Company is incorporated? _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Quoting Company authorized to do business in the State of Florida? Yes () No ()

6.3 If Quoting Company is not incorporated; please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Quoting Company has been in the business of providing landscape services.

7. Has the Quoting Company provided services for a community development district or similar community previously? Yes () No ()

7.1 If yes, provide the following:

- Number of contracts Quoting Company has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Quoting Company's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(09) _____, (10) _____, (11) _____.

9. What are the Quoting Company's current insurance limits?

General Liability \$ _____
Automobile Liability \$ _____
Umbrella Coverage \$ _____
Workers Compensation \$ _____
Expiration Date _____

10. Please state whether or not the Quoting Company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

11. Has the Quoting Company ever failed to fulfill its obligations under any contract awarded to it?

Yes _____ No _____ If so, where and why? _____

12. Has any officer or partner of the Quoting Company ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?

Yes () No () If so, state name of individual, other organization and reason therefore. _____

13. List any and all litigation to which the Quoting Company or any of its affiliates has been a party in the last five (5) years. _____

14. Has the Quoting Company or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____

if so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. List irrigation technicians and include number of years of experience:

18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel.

20. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Quoting Company for bidding on the landscape services request for quotes, including such matters as the Quoting Company's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Quoting Company By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 2014.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 20__.

Signature of Notary Public

Printed name of Notary Public

CORPORATE OFFICERS

Company Name _____

Date _____

Provide the following information for Officers of the Quoting Company and parent company, if any.

NAME FOR QUOTING COMPANY	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

DRAFT

AFFIDAVIT FOR INDIVIDUAL

State of _____

ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Quoting Company to constitute good cause for rejecting Quoting Company's quote.

(Quoting Company must also sign here)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 20__.

Signature of Notary Public

Printed name of Notary Public

AFFIDAVIT FOR PARTNERSHIP

State of _____

ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Quoting Company will be considered to constitute good cause for rejecting Quoting Company's quote.

(Signature of a General Partner is Required)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 20__.

Signature of Notary Public

Printed name of Notary Public

AFFIDAVIT FOR CORPORATION

State of _____

ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Quoting Company will be considered good cause for rejection of Quoting Company's quote.

(Officer must also sign here)

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 20__.

Signature of Notary Public

Printed name of Notary Public

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CFM Community Development District.
2. This sworn statement is submitted by _____
(Print Name of Entity Submitting Sworn Statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

A) A predecessor or successor of a person convicted of a public entity crime; or,

B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 20__.

Signature of Notary Public

Printed name of Notary Public

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches and each mowing should leave the St. Augustine at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within thirty-six hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the CFM Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mismanaged mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) LAKE MOWING - All lake banks identified as such on the overall CFM Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. Lake banks will be mowed and/or trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the lake is mowed. Careful attention must be paid to mower height on lake banks so as not to scalp at the crest of the lake bank and increase the chances for lake bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. It is preferred mulch type mowers be used around lake banks. Regardless, mowers must blow all clippings away from lake banks. It is understood that trash of any

kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Lake banks identified as such on the overall CFM Maintenance Exhibit shall be mowed every other week from June 1st through November 1st and once a month (if needed) from November 1st through June 1st. Condition of turf is to be determined by the DISTRICT, or its assigns, at their sole discretion. Pond banks identified as such on the overall CFM Maintenance Exhibit indicate lake banks where homeowners are responsible for mowing down to the water's edge behind their property.

- 2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails (unless otherwise directed), etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.
Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN THIRTY-SIX HOURS OF NOTICE BY DISTRICT.

- 3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs, and other architectural structures including entrance features and decorative buffer walls/fences. They shall also be pruned over sidewalks, nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.) Contractor shall also trim back all tree branches from interfering with traffic signs and street lights on an as-needed basis.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Magnolia Landing. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are coming into contact with architectural structures of any type. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash, broken limbs, palm boots and fronds and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL NON-SELECTIVE HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of any and all turf as well as all ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including expansion joints in sidewalks and gutters) shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) **If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week. Saturday work is allowed with prior approval.**

DRAFT

PART 2

FERTILIZATION

Contractor shall abide by all requirements in the RULES and Regulations for LEE COUNTY Fertilizer Ordinance 08-08. Copies of all Certifications of Training shall be supplied to CDD representative with submission of bids.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF LEE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

Except as otherwise regulated all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level South Florida turf. **It is the Contractor's responsibility to familiarize himself with IFAS Guidelines and to follow all requirements for timing and application of fertilizers as well as all BMP training requirements.**

All Bahia Areas:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

September SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November A complete fertilizer based on soil tests

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken twice yearly by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE**

CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING.

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form.

The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all of the existing irrigation systems to date (___ zones, ___ wells, and ___ controllers.)

A. IRRIGATION SYSTEMS

1. Manual test and inspection of each irrigation zone.
2. **Clean and raise heads as necessary even those within plant beds, if applicable.**
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation filters inside of valve boxes
5. Annual zone wire ohm reading @ controllers
6. Replacement of worn-out irrigation heads, drip tubing, etc.
7. Programming irrigation controllers for quarterly annual installation, if applicable.

B. REPORT

1. Irrigation operation time
2. Irrigation start time

3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as required to ensure entire zone is running properly. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. After the thirty (30) day period has expired, Contractor shall assume responsibility for any and all maintenance costs, including parts and labor, associated with the irrigation system of 2 inches or less, to include, but not limited to, malfunctioning sprinkler heads, microjet heads, nozzles, drip and delivery lines. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of and not reporting any necessary repairs.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to apply for and receive a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability, procedure and cost per application to provide freeze protection for any and all irrigation and water source components susceptible to freezing.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped ornamental beds and tree rings with **Pine Straw** mulch as specified on landscape plan up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches. Compaction must be figured into the quantity for **Pine Straw** as three (3) inches is what will be required after compaction/settling has occurred.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all **Pine Straw** bed lines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled **Pine Straw** beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3” depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after entire top-dressing is completed. Partial payments will not be made. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **one hundred (100)** annuals in 4” pots up to four (4) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements **at no additional cost to District.**

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

**CFM COMMUNITY DEVELOPMENT DISTRICT
BID FORMS**

**EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES QUOTE
FORMS (3)**

SEE ATTACHED (3) ITEMIZED QUOTE FORMS

DRAFT

**CFM
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR QUOTES**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ _____ Yr

<p>- Storm Cleanup \$_____/hr (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Freeze Protection (description of ability) _____</p> <p>_____</p> <p>_____</p> <p>\$_____/application (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)</p> <p>\$_____/hr for employee with hand-held hose</p> <p>\$_____/hr for water truck/tanker</p>

PART 2

Fertilization (All labor and materials)

\$ _____ Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE	COST PER APPLICATION

			APPLIED	

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

DRAFT

PART 3

Pest Control (All labor and materials) \$ _____ Yr
 (if all pesticide allowance is required) *

* **This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.**

OTC Injections will be performed at the discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ _____/Yr

Freeze Protection (description of ability) _____ _____ _____ _____ _____ \$ _____/application <u>(do not include in Irrigation Total or Grand Total)</u> After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____ _____
--

DRAFT

PART 5

Installation of **Pine Straw** (All labor and materials) \$ _____ / Yr
(if both topdressings are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

Based on quantities determined by Contractor's field measurements at time of bidding,
Contractor shall install:

_____ CY **Pine Straw** per specs for the first top-dressing at
\$ _____/CY (app. April)

And

_____ CY **Pine Straw** per specs for the second top-dressing at
\$ _____/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"

PART 6

Annual Installation (All labor and materials)

Contractor shall install **100 (4") annuals up to four (4) times** per year per specs at the direction of the District at \$_____/annual plant

\$ _____ /rotation

\$ _____ /Yr (if all rotations are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4)

\$ _____ /Yr (initial term)

FIRST ANNUAL RENEWAL \$ _____ /Yr

SECOND ANNUAL RENEWAL \$ _____ /Yr

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2014

CFM
(OPTIONAL AREAS #1)
LANDSCAPE & IRRIGATION MAINTENANCE
BID FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ _____ Yr

- Storm Cleanup \$_____/hr (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) _____

\$_____/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
 \$_____/hr for employee with hand-held hose
 \$_____/hr for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ _____ Yr
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ _____ Yr
 (if all pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the **Associations BOD's**
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year

The HOA reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ _____/Yr

Freeze Protection (description of ability) _____ _____ _____ _____ _____ \$ _____/application <u>(do not include in Irrigation Total or Grand Total)</u> After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____ _____
--

DRAFT

PART 5

Installation of **Pine Straw** (All labor and materials) \$ _____ / Yr
(if both topdressings are performed)

(Do not include in Grand Total)

The Association reserves the right to subcontract any mulching event to an outside vendor

Based on quantities determined by Contractor's field measurements at time of bidding,
Contractor shall install:

_____ CY **Pine Straw** per specs for the first top-dressing at
\$ _____/CY (app. April)

And

_____ CY **Pine Straw** per specs for the second top-dressing at
\$ _____/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"

GRAND TOTAL (PARTS 1, 2, 3 & 4)

\$ _____/Yr (initial term)

FIRST ANNUAL RENEWAL

\$ _____/Yr

SECOND ANNUAL RENEWAL

\$ _____/Yr

DRAFT

CFM
(OPTIONAL AREAS # 2)
LANDSCAPE & IRRIGATION MAINTENANCE
BID FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ _____ Yr

- Storm Cleanup \$_____/hr (do not include in General Landscape Maintenance total or Grand Total) - Freeze Protection (description of ability) _____ _____ _____ \$_____/application (do not include in General Landscape Maintenance total or Grand Total) - Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$_____/hr for employee with hand-held hose \$_____/hr for water truck/tanker
--

PART 2

Fertilization (All labor and materials) \$ _____ Yr
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)
--

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ _____ Yr
 (if all pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the **Associations BOD's**
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year

The HOA reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ _____/Yr

Freeze Protection (description of ability) _____ _____ _____ _____ _____ \$ _____/application <u>(do not include in Irrigation Total or Grand Total)</u> After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____ _____
--

DRAFT

PART 5

Installation of **Pine Straw** (All labor and materials) \$ _____ / Yr
(if both topdressings are performed)

(Do not include in Grand Total)

The Association reserves the right to subcontract any mulching event to an outside vendor

Based on quantities determined by Contractor's field measurements at time of bidding,
Contractor shall install:

_____ CY **Pine Straw** per specs for the first top-dressing at
\$ _____/CY (app. April)

And

_____ CY **Pine Straw** per specs for the second top-dressing at
\$ _____/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"

GRAND TOTAL (PARTS 1, 2, 3 & 4)

\$ _____/Yr (initial term)

FIRST ANNUAL RENEWAL

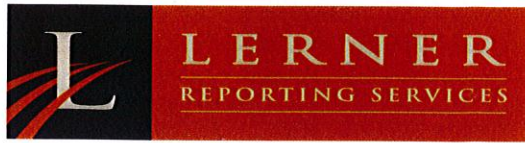
\$ _____/Yr

SECOND ANNUAL RENEWAL

\$ _____/Yr

DRAFT

Tab 4



April 21, 2014

Board of Supervisors
CFM Community Development District
c/o Michael Dady, Chairman

Dear Supervisors,

I would like to request that the Board consider the enclosed proposal for Lerner Reporting Services, Inc. (LRS) to assume the role of Dissemination Agent on behalf of the CFM Community Development District.

Our team is extremely familiar with the operations of the CFM community and we believe that this knowledge will allow us to provide an enhanced level of continuing disclosure reporting under the Securities and Exchange Commission's Rule 15c2-12(b)(5). We believe this enhanced level of reporting will protect and benefit the District, while also serving to provide the current, and potentially, future investors of the District's bonds with timely and accurate financial, entitlement and development information particularly with the recent ramp-up of construction activity within the community.

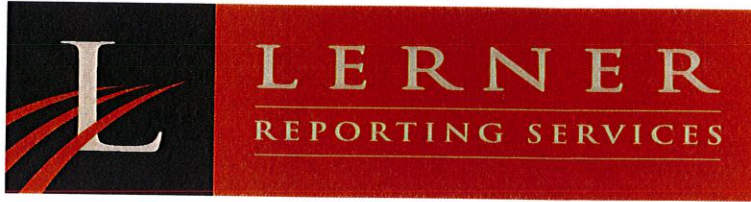
Given the increase in homebuilding activity and enhanced reporting disclosures, we propose an annual fee of \$5,000 for our services. Thank you for your consideration and please feel free to contact me directly should you have any questions with regard to our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott H. Campbell', is written over a white background.

Scott H. Campbell
Vice President
Lerner Reporting Services, Inc.

cc: Chuck Bowen - Hopping, Green & Sams
Molly Syvret - Rizzetta & Company



April 21, 2014

Board of Supervisors
CFM Community Development District
c/o Michael Dady, Chairman

Dear Supervisors:

Lerner Reporting Services, Inc. (“LRS, Inc.” or the “Dissemination Agent”) hereby agrees with the CFM Community Development District (the “District”) to act as the District’s Dissemination Agent. The duties of the Dissemination Agent are set forth in this Dissemination Agreement (the “Agreement”) and in that certain Continuing Disclosure Agreement dated _____ (the “Continuing Disclosure Agreement”). The purpose of this Agreement is to facilitate the District’s compliance with the Securities and Exchange Commission’s (the “SEC’s”) Rule 15c2-12(b)(5) (the “Rule”) related to continuing disclosure. LRS, Inc. is acting as an independent contractor for purposes of facilitating the District’s Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. Duties:

The Dissemination Agent’s duties shall consist of the following:

- (a) To assist the District in developing information collection systems to be used in complying with the requirements of the Continuing Disclosure Agreement.
- (b) To collect, from District Management, the Developer, Landowner, or other parties, as appropriate, financial data and other factual information required by the Continuing Disclosure Agreement information noted in the attached and to distribute such information supplied to us by the respective parties, including quarterly and annual development and financial data, the audited financial statements for the District (collectively, the “Annual Report”), to the Electronic Municipal Market Access system (“EMMA”).
- (c) To work with the District and the Trustee and report any “Significant Events”, disclosed to LRS, Inc. by the District, all in accordance with the Continuing Disclosure Agreement.

- (d) To file quarterly and annual reports through EMMA detailing development updates, financial performance, and all other relevant data.
- (e) To collect and disseminate directly to the Beneficial Owners through the use of EMMA the following Annual Financial information in an Annual Report, which is beyond the requirements of the Rule, and as is set forth in more detail in the Continuing Disclosure Agreement:
 - (i) The amount of Assessments levied for the most recent prior Fiscal Year.
 - (ii) The amount of Assessments collected from the property owners during the most recent prior Fiscal Year.
 - (iii) If available, the amount of delinquencies greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.
 - (iv) If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.
 - (v) All fund balances in all Funds and Accounts for the Bonds. The Issuer shall provide any Bondholder with this information no more frequently than annually within thirty (30) days of the written request of the Bondholder.
 - (vi) The total amount of Bonds of each Series Outstanding.
 - (vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.
 - (viii) The most recent audited financial statements of the Issuer.
- (f) To work with the District and the Trustee to prepare reports no later than thirty (30) days after the end of each quarter of the calendar year and file these reports with EMMA and the Beneficial Owners. These quarterly reports may address the following information requirements of the Beneficial Owners, as supplied to LRS, Inc. by the District and all as controlled by the Continuing Disclosure Agreement:
 - (i) The number of lots owned in the Development by the Primary Landowner.
 - (ii) The number of lots in the Development under contract with a homebuilder and the name of such builder.
 - (iii) The number of homes under construction and the number of homes constructed in the Development.
 - (iv) The number of homes under contract with homebuyers in the Development.
 - (v) The number of homes closed with homebuyers (delivered to end users) in the Development.

(vi) Any Change to the number of lots planned to be developed in the Development.

(g) To collect and disseminate directly to the Beneficial Owners any additional information specifically requested by the Beneficial Owners at the time of closing or subsequent to the closing of the Bonds.

(h) To comply with the terms of the Continuing Disclosure Agreement as Dissemination Agent for the duration of this Agreement.

2. Fees:

LRS, Inc. will be responsible for all out-of-pocket expenses. The annual fee for LRS, Inc.'s services under this Agreement is \$5,000 for the Special Assessment Refunding Bonds, Series 2004A & 2004B Bonds, subject to these disclosure requirements.

3. Termination:

Both the District and LRS, Inc. will have the right to terminate this Agreement upon 30 days prior written notice.

4. Representation of the District:

The District represents and warrants that it will not withhold any information necessary for LRS, Inc. to carry out its duties under this Agreement and that it will supply all information requested by LRS, Inc.

5. Indemnification:

To the extent permitted by law, the District will indemnify LRS, Inc. for any action or actions brought by Beneficial Owners as a result of the failure (including omission and misrepresentation) of the District to meet its requirements under this Agreement and the Continuing Disclosure Agreement.

6. Responsibility for Information:

The District acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those of the collection and collation and not of authorship or production, consequently the Dissemination Agent shall have no responsibility for the content of the information disseminated by it and any and all securities law liabilities, including compliance with the Rule, will remain with the District and the Developer.

7. Waiver of Jury Trial:

EACH OF THE DISTRICT AND LRS. INC. KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.

8. Agreement Governed by Florida Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District's acceptance hereof.

Very truly yours,



Scott Campbell
Vice President
Lerner Reporting Services, Inc.

Approved and Accepted:

CFM Community Development District

By: _____

Title: _____

Date: _____

Tab 5

RESOLUTION 2014-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the effective date of Ordinance No. 02-01 creating the District was the 14th day of January, 2002; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

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

Section 1. In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 20th day of November, 2014, at 11:00 a.m. at the office of the District Manager, located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Section 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 3. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election has been announced by the Board at its May 21, 2014 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at the office of the District Manager, Rizzetta and Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY OF MAY, 2014.

CFM COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within CFM Community Development District (the "District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 980.96 acres, located east of US41, north of Nalle Grade Road, in Lee County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: Thursday, November 20, 2014
TIME: 11:00 a.m.
PLACE: Rizzetta & Company, Inc.
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person nominated for the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. There may be an occasion where one or more supervisors will participate by telephone.

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

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Molly A. Syvret
District Manager
Run Date(s):10/29/14 & 11/05/14

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION.

EXHIBIT A

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
CFM COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Thursday, November 20, 2014**

TIME: **11:00 A.M.**

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

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

EXHIBIT A

LANDOWNER PROXY

CFM COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 20, 2014

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the CFM Community Development District to be held at Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, on November 20, 2014, at 11:00 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2013), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

EXHIBIT A

OFFICIAL BALLOT
CFM COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 20, 2014

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the CFM Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
(Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____	_____
2. _____	_____
3. _____	_____

Date: _____

Signed: _____

Printed Name: _____

Tab 6



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

May 5, 2014

CFM Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614-8390

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

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

SCOPE OF SERVICES

The procedures that we will perform are as follows:

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

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

TAX POSITIONS AND REPORTABLE TRANSACTIONS

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

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

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

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the bond year ended April 30, 2014 is \$650, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

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

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

ACCEPTANCE

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

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

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
CFM Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

Tab 7

CFM
COMMUNITY DEVELOPMENT DISTRICT
Budget Proposal Packet for Fiscal Year 2014/2015

The following are enclosed in this Budget Proposal Packet:

- Proposed General Fund Budget & Debt Service Fund Budget worksheets for Fiscal Year 2014/2015.
- Assessment Charts from current Fiscal Year and Assessment Charts for Fiscal Year 2014/2015 if the budget were to be adopted as proposed.
- General Fund Budget & Debt Service Fund Budget Account Category Description for Fiscal Year 2014/2015.

THE BUDGET PROPOSAL PACKET FOR FISCAL YEAR 2014/2015 IS SIMPLY A PROPOSED BUDGET AND PROPOSED LEVEL OF ASSESSMENTS WHICH ARE COMPLETED AS PART OF THE BUDGET PROCESS. THESE ARE NOT FINAL, AND SHOULD NOT BE CONSTRUED AS FINAL, UNTIL AFTER THE BOARD OF SUPERVISORS HAS HELD A PUBLIC HEARING ON THE BUDGET AND ADOPTED THE FINAL BUDGET AND LEVIED ASSESSMENTS.

Proposed Budget
CFM Community Development District
General Fund
Fiscal Year 2014/2015

	Chart of Accounts Classification	Actual YTD through 03/31/14	Projected Annual Totals 2013/2014	Annual Budget for 2013/2014	Projected Budget variance for 2013/2014	Budget for 2014/2015	Budget Increase (Decrease) vs 2013/2014	Comments
76	Field Operations Subtotal	\$69,709	\$128,965	\$152,647	\$23,682	\$183,562	\$30,915	
77								
78	Contingency for County TRIM Notice							
79								
80	Carry Forward Expenditures			\$18,532		\$0	(\$18,532)	
81								
82	TOTAL EXPENDITURES	\$124,152	\$233,447	\$293,838	\$41,859	\$303,481	\$9,643	
83								
84	EXCESS OF REVENUES OVER EXPENDITURES	\$13,210	\$60,539	\$0	(\$41,711)	\$0	\$0	

**CFM (Magnolia Landing) Community Development District
Debt Service
Fiscal Year 2014/2015**

Chart of Accounts Classification	Series 2004A	Budget for 2014/2015
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$ 431,621.65	\$ 431,621.65
TOTAL REVENUES	\$ 431,621.65	\$ 431,621.65
EXPENDITURES		
Administrative		
Financial & Administrative		
Bank Fees		\$ -
Debt Service Obligation	\$ 431,621.65	\$ 431,621.65
Administrative Subtotal	\$ 431,621.65	\$ 431,621.65
TOTAL EXPENDITURES	\$ 431,621.65	\$ 431,621.65
EXCESS OF REVENUES OVER EXPENDITURES	0	0
Collection and Discount % applicable to the county:		4.5%
Gross assessments	\$	451,959.84
Notes:		
Tax Roll Collection Costs for Lee County is 4.5% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.		
⁽¹⁾ Debt assessments are being held in abeyance for the Unplatted lands		

CFM Community Development District

FISCAL YEAR 2014/2015 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2014/2015 O&M Budget	\$303,481.00
Lee Co. 4.5% Collection Cost:	<u>\$14,300.15</u>
2014/2015 Total:	<u>\$317,781.15</u>

2013/2014 O&M Budget	\$293,838.00
2014/2015 O&M Budget	\$303,481.00
Total Difference:	<u><u>\$9,643.00</u></u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2013/2014	2014/2015	\$	%
Debt Service - Residential	\$1,486.71	\$1,486.71	\$0.00	0.00%
Operations/Maintenance - Residential	\$216.98	\$224.11	\$7.13	3.29%
Total	<u>\$1,703.69</u>	<u>\$1,710.82</u>	<u>\$7.13</u>	<u>0.42%</u>
Debt Service - Golf Course	\$1,486.71	\$1,486.71	\$0.00	0.00%
Operations/Maintenance - Golf Course	\$216.98	\$224.11	\$7.13	3.29%
Total	<u>\$1,703.69</u>	<u>\$1,710.82</u>	<u>\$7.13</u>	<u>0.42%</u>

CFM

FISCAL YEAR 2014/2015 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET
COLLECTION COSTS @ 4.5%
TOTAL O&M ASSESSMENT

\$303,481.00
\$14,300.15
\$317,781.15

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				TOTAL DEBT SERVICE ASSESSMENT (4)	PER LOT ANNUAL ASSESSMENT														
	O&M	DEBT SERVICE (1)	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET		O&M	DEBT SERVICE (1)	TOTAL (3)												
Platted Parcels	287	286	1.00	287.00	20.24%	\$64,318.19	\$425,199.06	\$224.11	\$1,486.71	\$1,710.82												
Residential	18	18	1.00	18.00	1.27%	\$4,033.89	\$26,760.78	\$224.11	\$1,486.71	\$1,710.82												
Total Platted	305	304		305.00	21.51%	\$68,352.08	\$451,959.84	\$224.11	\$1,486.71	\$1,710.82												
Unplatted Lands		Planned Units																				
Residential	1113	1113	1.00	1113.00	78.49%	\$249,429.07	\$1,654,708.23															
Total Unplatted	1113	1113		1113.00	78.49%	\$249,429.07	\$1,654,708.23															
Total Community	1418	1417		1418.00	100.00%	\$317,781.15	\$2,106,668.07															
LESS: Lee County Collection Costs and Early Payment Discount Costs																						
Net Revenue to be Collected						(\$14,300.15)	(\$94,800.06)															
UNPLAT BY ACREAGE																						
	136.73	136.73				\$249,429.07	\$1,654,708.23															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">PER ACRE ASSESSMENTS - UNPLATTED</th> </tr> <tr> <th>O&M</th> <th>DEBT</th> <th>TOTAL</th> <th></th> </tr> </thead> <tbody> <tr> <td>\$1,824.25</td> <td>\$12,102.01</td> <td>\$13,926.26</td> <td></td> </tr> </tbody> </table>											PER ACRE ASSESSMENTS - UNPLATTED				O&M	DEBT	TOTAL		\$1,824.25	\$12,102.01	\$13,926.26	
PER ACRE ASSESSMENTS - UNPLATTED																						
O&M	DEBT	TOTAL																				
\$1,824.25	\$12,102.01	\$13,926.26																				

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

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

(3) Annual assessment that will appear on November 2014 Lee County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

(4) Debt Assessments on the unplatted lands are being held in abeyance.

CFM
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED GENERAL FUND BUDGET ANALYSIS

Below are listed the various account categories that are experiencing a change in the Fiscal Year (“FY”) 2014/2015 proposed budget from what was budgeted in 2013/2014. Line items remaining the same are not addressed. These potential increases and decreases are strictly preliminary as proposed and may change when the budget is finalized.

REVENUES:

Assessments: Increased \$9,643 based on proposed budget for Fiscal Year 2014/2015.

<i>Subtotal: Increased \$9,643</i>

ADMINISTRATIVE:

Supervisor Fees: Increased \$2,000 based on number of Supervisors accepting compensation and anticipated number of meetings in the upcoming fiscal year.

Administrative Services: Increased \$180 based on 3% increase in professional service contract.

District Management Services: Increased \$540 based on 3% increase in professional service contract.

Financial Consulting Services: Increased \$180 based on 3% increase in professional service contract.

Accounting Services: Increased \$432 based on 3% increase in professional service contract.

Auditing Services: Increased \$250 based on contract price for upcoming fiscal year.

Public Official Liability Insurance: Decreased (\$172) based on current year actual premium and guarantee of premium for upcoming year.

Legal Advertising: Increased \$1,000 based on anticipated expenses for upcoming fiscal year.

Bank Fees: Decreased (\$150) based on current fiscal year expenses.

Website Fees & Maintenance: Increased \$3,000 based on anticipated expenditures to develop website in the upcoming fiscal year.

District Counsel: Decreased (\$10,000) based on current year actual expenditures and anticipated expenses in the upcoming fiscal year.

Subtotal: Decreased (\$2,740)

FIELD OPERATIONS:

Electric Utility Services: Increased \$1,800 based on current fiscal year expenses and contract amounts.

Lake/Pond Bank Maintenance: Increased \$10,000 for any erosion or washout repairs that may be necessary in the upcoming fiscal year.

Water Use Monitoring: Decreased (\$3,500) as this does not fall within the responsibility of the CDD.

General Liability Insurance: Increased \$381 based on current fiscal year expenses and potential 15% increase for next fiscal year.

Property Insurance: Decreased (\$260) based on current fiscal year expenses and potential 15% increase for next fiscal year.

Landscape Maintenance Contract: Increased \$8,565 based on potential new contract for services and additions to maintenance areas.

Irrigation Repairs: Increased \$5,000 based on allocation of repairs as part of new contract for services.

Landscape Miscellaneous: Increased \$5,000 based on potential new contract for services.

Landscape Replacement: Increased \$5,000 based on potential additions to maintenance of areas.

Sidewalk Repair & Maintenance: Decreased (\$871) based on anticipated expenses in upcoming fiscal year.

Street Sign Repair & Maintenance: Decreased (\$200) based on anticipated expenses in upcoming fiscal year.

Carry Forward Expenditures: Decreased (\$18,532) as there are no carry forward expenditures for the current year.

Subtotal: Increased \$12,383

2014/2015 PROPOSED BUDGET LINE ITEM SUBTOTALS

- **ADMINISTRATIVE: Decreased (\$2,740)**
- **FIELD OPERATIONS: Increased (\$12,383)**

TOTAL PROPOSED INCREASE IN BUDGET: \$9,643

CFM COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

Operations & Maintenance Assessments

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second is for lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Funding Agreement

The District may enter into funding agreements to provide for a source of revenue for certain expenditures.

Developer Contribution

The District may, similar to a funding agreement, receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Facility Rental

The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

Event Rental

The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Interlocal Agreement

The District may enter into interlocal agreements with other governmental entities to provide for revenue for certain expenditures.

Miscellaneous

The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

ADMINISTRATIVE

Legislative

Supervisor Fees

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

Financial and Administrative

Administrative Services

The District will incur expenditures for the day to today operation of District matters. These items include but are not limited to mailing and preparation of agenda packages, overnight deliveries, facsimiles and long distance phone calls.

Also, each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8). Finally, this line item also includes a cost for the storage of all the District's official records, supplies and files.

District Manager

The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day administrative needs. The cost to maintain the minutes of all Board meetings, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

Disclosure Report

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

Trustee's Fees

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

Financial Consulting Services

The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses. Also, additional financial consulting services include, but are not limited to responding to bondholder questions, prepayment analysis, long term pay-offs and true-up analysis. This line item also includes the fees incurred for a

Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services

The District has contracted for maintenance of accounting records. These services include, but are not limited to accounts payable, accounts receivable and preparation of financial reports for the district. This also includes all preparations necessary for the fiscal year end audits to be done.

Auditing Services

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

Arbitrage Rebate Calculation

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

District Engineer

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

Public Officials Liability Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising

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

Bank Fees

The District will incur bank service charges during the year.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Community Affairs, along with other items which may require licenses or permits, etc.

Miscellaneous

The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Development and Maintenance

The District may incur fees as they relate to the development and ongoing maintenance of its own website.

Legal Counsel

District Counsel

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

FIELD OPERATIONS

Electric Utilities

Electric Utility Services

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

Electric Service-Recreation Facility

The District may budget separately for its recreation and or amenity electric separately.

Street Lights

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

Gas Utility Service

Gas-Recreation Facility

The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage/Solid Waste Control

Garbage Collection-Recreation Facility

The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee

The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Combination Services

Water Utility Services

The District will incur water/sewer utility expenditures related to district operations.

Water-Reclaimed

The District may incur expenses related to the use of reclaimed water for irrigation.

Water-Recreation Facility

The District may incur water and sewer charges for its recreation facilities

Water-Pool

The District may incur charges for water for its pool if metered separately.

Stormwater Control

Fountain Service Repairs & Maintenance

The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance

The District may incur expenditures to maintain lake banks, etc for the ponds and lakes within the Districts boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Aquatic Contract

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

Mitigation Monitoring & Maintenance

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

Lake/Pond Repair

Expense related to repair and maintenance for inlet pipes, outfalls and weir structures for the storm water drainage system.

Aquatic Plant Replacement

The expenses related to replacing beneficial aquatic plants, that may or may not have been required by other governmental entities.

Other Physical Environment

Employee-Salaries

The District may incur salary expenses for a field manager of site superintendent who oversees daily activity within the field operations of the District's facilities.

Employee-P/R Taxes

This is the employer's portion of employment taxes such as FICA etc.

Employee-Workers' Comp

Fees related to obtaining workers compensation insurance.

Employee-Health Insurance

Expenses related to providing health insurance coverage if the District elects to offer same.

General Liability Insurance

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

Property Casualty Insurance

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

Entry and Walls Maintenance

The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance

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

Irrigation Repairs & Maintenance

The District will incur expenditures related to the maintenance of the irrigation systems.

Clock Maintenance Contract

Expenses incurred for such things as entry clocks if they exist.

Landscape Replacement

Expenditures related to replacement of turf, trees, shrubs etc.

Miscellaneous Fees

The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Road & Street Facilities

Gate Phone

The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street Sweeping

The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Maintenance

Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Roadway Repair & Maintenance

Expenses related to the repair and maintenance of roadways owned by the District if any.

Sidewalk Repair & Maintenance

Expenses related to sidewalks located in the right of way of streets the District may own if any.

Miscellaneous Maintenance

Expenses which may not fit into any defined category in this section of the budget.

Parks & Recreation

Employees-Salaries

The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees P/R Taxes

Expenses related to an employers portion of payroll taxes such as FICA, etc.

Employee-Workers' Comp

Expenses related to Workers' Comp Insurance

Employees-Health Insurance

Expenses related to health insurance coverage for employees if the District elects to over same.

Management Contract

The District may contract with a firm to provide for the oversight of its recreation facilities.

Clubhouse Facility Maintenance

The District may incur expenses to maintain its recreation facilities

Clubhouse Telephone, Fax, Internet

The District may incur telephone, fax and internet expenses related to the recreational facilities.

Clubhouse Facility Landscaping

The District may wish to budget separately for this item from its other landscaping needs.

Clubhouse Office Supplies

The District may have an office in its facilities which require various office related supplies.

Clubhouse Facility Janitorial Service

Expenses related to the cleaning of the facility and related supplies.

Clubhouse Facility Irrigation

The District may wish to budget separately for this item from its other irrigation needs.

Pool/Water Park/Fountain Repairs and Maintenance

Expenses related to the repair and maintenance of swimming pools and other water features to include service contracts, repair and replacement

Security System

The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous

Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs

Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance

Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Law Enforcement

Off Duty Deputy Services

The District may wish to contract with the local police agency to provide security for the District.

Security Operations

Security Contract

The District may incur expenses for providing security at entries, neighborhood patrols etc.

Guard & Gate Facility Maintenance

The District may choose to have its entry gates manned with personnel. Also, any ongoing gate repairs and maintenance would be included in this line item.

Special Events

Special Events

Expenses related to functions such as holiday events for the public enjoyment

Contingency

Miscellaneous Contingency

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

Capital Improvements

Capital Improvements

Monies collected and allocated for various projects as they relate to public improvements.

Capital Reserves

Capital Reserve

Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

CFM COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

Debt Service Assessments

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

EXPENDITURES:

ADMINISTRATIVE

Financial and Administrative

Bank Fees

The District may incur bank service charges during the year.

Interest Payment

The District may incur interest payments on the debt related to its various bond issues.

Principal Payment

This would be the portion of the payment to satisfy the repayment of the bond issue debt.

Tab 8

RESOLUTION 2014-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2014/2015 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the CFM Community Development District (the "Board") prior to June 15, 2014, a proposed operating budget and debt service budget for Fiscal Year 2014/2015; and

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearing thereon.

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

1. The operating and debt service budgets proposed by the District Manager for Fiscal Year 2014/2015 attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budgets.
2. A public hearing on said approved budgets is hereby declared and set for the following date, hour and location:

DATE: August 21, 2014

HOUR: 11:00 a.m.

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

3. The District Manager is hereby directed to submit a copy of the proposed budgets to Lee County at least 60 days prior to the hearing set above.
4. In accordance with Section 189.418, Florida Statutes, the District's Secretary is further directed to post these approved budgets on the District's website at least two days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit these approved budgets to the manager or administrator of Lee County for posting on its website.
5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF MAY, 2014.

ATTEST:

**CFM COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

By: _____
Its: Chairman / Vice Chairman