

CFM COMMUNITY DEVELOPMENT DISTRICT

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

WWW.CFMCDD.ORG

**CFM
COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS' MEETING
DECEMBER 15, 2016**

**CFM COMMUNITY
DEVELOPMENT DISTRICT AGENDA
December 15, 2016 at 11:00 a.m.**

www.cfmccd.org

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

District Board of Supervisors	Mike Dady Bob Bishop John Blakley Leah Popelka Adam Lerner	Chairman Vice Chairman Assistant Secretary Assistant Secretary Board Supervisor
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Mike Eckert	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, FLORIDA 33912

www.cfmccd.org

December 08, 2016

Board of Supervisors
**CFM Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, December 15, 2016 at 11:00 a.m.**, at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on September 15, 2016 Tab 1
 - B. Consideration of the Minutes of the Landowners' Meeting Held on November 17, 2016..... Tab 2
 - C. Consideration of the Operation and Maintenance Expenditures For the Months of September and October 2016..... Tab 3
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2017-01, Canvassing and Certifying Results of the November 17, 2016 Landowner Election Tab 4
 - B. Consideration of Resolution 2017-02, Designating Officers of the District..... Tab 5
 - C. Review and Consideration of Prompt Payment Policies, Resolution 2017-03 Tab 6
 - D. Consideration of Crosswater Development Parcel 3 Deed Transfers from CFM CDD to Maxcy Development Group Holdings-CFM, Inc. Tab 7
 - E. Ratification of Access Easement Agreement between CFM CDD and Maxcy Development Group Holdings-CFM, Inc. for Construction of an Access Road between Brooklawn Drive Magnolia Landing Lane Tab 8
 - F. Review and Consideration of RFP for Mitigation Services..... Tab 9
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

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

Very truly yours,
Belinda Blandon
Belinda Blandon
District Manager

cc: Mike Eckert, Hopping Green & Sams, P.A.

Tab 1

MINUTES OF MEETING

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

CFM COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the CFM Community Development District was held on **Thursday, September 15, 2016 at 11:05 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 (via speaker phone)
Leah Popelka	Board Supervisor, Assistant Secretary
John Blakley	Board Supervisor, Assistant Secretary
Brian Wasser	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Lindsay Whelan	District Counsel, Hopping Green & Sams, P.A. (via speaker phone)
David Robson	District Engineer, Johnson Engineering
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon opened the floor for public comment. Questions and comments from the public were entertained.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on July 21, 2016

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on July 21, 2016. She asked if there were any additions, deletions, or corrections to the Minutes. There were none.

On a Motion by Mr. Dady, seconded by Ms. Popelka, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on July 21, 2016, for the CFM Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of the Operations and
Maintenance Expenditures for the
Months of July and August 2016**

Ms. Blandon provided an overview of the expenditures paid for the period of July 1-31, 2016 which totaled \$15,148.18 and the period of August 1-31, 2016 which totaled \$9,664.50. She asked if there were any questions related to any item of expenditure. There were none.

On a Motion by Ms. Popelka, seconded by Mr. Blakley, with all in favor, the Board approved the Operations and Maintenance Expenditures for the Months of July 2016 which totaled \$15,148.18 and August 2016 which totaled \$9,664.50, for the CFM Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2016-14, Re-
Designating the Secretary of the District**

Ms. Blandon briefly reviewed the resolution.

On a Motion by Mr. Dady, seconded by Mr. Blakley, with all in favor, the Board adopted Resolution 2016-14, Redesignating Mr. Eric Dailey as Secretary of the District, to replace Mr. Matthew Huber, for the CFM Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2016-15,
Appointing an Assistant Secretary of the
District**

Ms. Blandon briefly reviewed the resolution.

On a Motion by Ms. Popelka, seconded by Mr. Blakley, with all in favor, the Board Adopted Resolution 2016-15, Appointing Mr. Matthew Huber as an Assistant Secretary of the District, for the CFM Community Development District.

SEVENTH ORDER OF BUSINESS

**Ratification of Insurance Renewal for
Fiscal Year 2016/2017**

Ms. Blandon provided an overview of the previously executed insurance renewal for fiscal year 2016/2017, advising the premium total is \$7,601.00

On a Motion by Mr. Dady, seconded by Mr. Wasser, with all in favor, the Board Ratified Execution of the Fiscal Year 2016/2017 Insurance Renewal, for the CFM Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Request to Substitute
Security for Final Lift of Asphalt**

Mr. Dady provided details on the second lift of asphalt. Ms. Whelan explained the consent to assignment document and the request to substitute the security for the completion of the final lift. The consent is necessary due to a planned sale of the SPE property. She further advised the final lift is part of the Lee County Development Order.

On a Motion by Ms. Popelka, seconded by Mr. Wasser, with all in favor, the Board Approved the Consent to Assignment, for the CFM Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Whelan advised she had no report.

- B. District Engineer
Mr. Robson provided updates regarding various items. One item was Heron Glens violation of SFWMD requirements and dumping foliage into preserve areas. The Board directed the District Management and District Engineer to send a letter to Herons Glen.

- C. District Manager
Ms. Blandon advised she brought Resolution 2016-16 to be considered by the Board. She advised Mr. Kennedy is leaving the company and it is necessary to appoint a new Treasurer of the District.

On a Motion by Ms. Popelka, seconded by Mr. Wasser, with all in favor, the Board Adopted Resolution 2016-16, Redesignating Mr. William Rizzetta as Treasurer of the District, in place of Mr. Joseph Kennedy, for the CFM Community Development District.

Ms. Blandon provided copies of a letter received from a resident who is requesting reimbursement from the District for a damaged tire due to a pot hole. Mr. Dady made a motion to reimburse the resident; discussion ensued, with no second, the motion failed.

Ms. Blandon advised the next meeting of the Board of Supervisors is scheduled for Thursday, October 20, 2016 at 11:00 a.m.

TENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Ms. Blandon opened the floor for Supervisor requests and comments. Mr. Wasser asked if a fountain was installed would it waive the requirement of the aerators. Mr. Dady advised to hold off on this item.

Ms. Blandon opened the floor to Audience Comments. There were none.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Blakley, seconded by Mr. Wasser, with all in favor, the Board adjourned the meeting at 11:50 a.m., for the CFM Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

MINUTES OF MEETING

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

**CFM
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners' meeting of the CFM Community Development District was held on **Thursday, November 17, 2016 at 11:05 a.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Present were:

Leah Popelka	Proxy Holder, Maxcy Development Group Holdings-CFM, Inc.
Ronald Anderson	Landowner
Elaine Elliott	Landowner
William Hon	Landowner
Ken Jandula	Landowner
Betty Katke	Landowner
Dave Lemelin	Landowner
Dorothy Lerda	Landowner
Paul Mayotte	Landowner
Judith Myers Peterson	Landowner
Randall Price	Landowner
Sue Streeter	Landowner/Proxy Holder
William Streeter	Landowner
Robert Yuxall	Landowner
Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Matthew Huber	Regional District Manager, Rizzetta & Company, Inc.
Mike Eckert	District Counsel, Hopping Green & Sams P.A.
David Robson	District Engineer, Johnson Engineering
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and confirmed that the landowner meeting was duly noticed in accordance with Chapter 190 Florida Statutes.

SECOND ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Ms. Blandon advised that Ms. Leah Popelka was present as the designated proxy holder for Maxcy Development Group Holdings-CFM, Inc., representing 475 voting units. Ms. Blandon advised that Property Owners within the CFM Community Development District were present and some were also designated proxy holders, representing 36 voting units. She advised the total number of voting units represented was 511.

THIRD ORDER OF BUSINESS

Election of Chairperson and Secretary for Purpose of Conducting Landowner Election

Ms. Blandon was elected Chairperson and Secretary for the purpose of conducting the landowner election.

FOURTH ORDER OF BUSINESS

Nominations for Positions of Supervisor

Ms. Blandon opened the floor to nominations of candidates by the landowner(s). The following individuals were nominated: Adam Lerner, Paul Mayotte, and Betty Katke. Ms. Blandon asked if there were any other nominations. Hearing none, nominations were closed.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ballots were completed and turned in to Ms. Blandon.

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Ms. Blandon stated that candidates received the following votes: Mr. Adam Lerner received 475 votes, Mr. Paul Mayotte received 24 votes, and Ms. Betty Katke received 9 votes. Mr. Adam Lerner, having received 475 votes was thereby elected to the Board of Supervisors, Seat 5, to serve a four-year term. Ms. Blandon advised Mr. Lerner that his term of office is effective the date of this election.

SEVENTH ORDER OF BUSINESS

Landowner Questions and Comments

Ms. Blandon asked if there were any questions or comments from the Landowners. Questions and comments from the Landowners were entertained.

EIGHTH ORDER OF BUSINESS

Adjournment

Ms. Blandon stated that there were no other matters to come before the Landowners and adjourned the meeting at 11:20 am.

Tab 3

CFM COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures September 2016 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2016 through September 30, 2016. This does not include expenditures previously approved by the Board.

The total items being presented: **\$43,233.66**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2016 Through September 30, 2016

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brad Cohan	002043	16916	Pressure Wash Sidewalks	\$ 4,353.17
Brian J. Wasser	002055	BW091516	Board of Supervisors Meeting 09/15/16	\$ 200.00
Egis Insurance Advisors, LLC	002046	4798	FL Insurance Alliance Pkg 10/1/16-10/1/17	\$ 7,601.00
Hopping Green & Sams	002037	89233	General/Monthly Legal Services 07/16	\$ 3,441.41
John Blakley	002049	JB091516	Board of Supervisors Meeting 09/15/16	\$ 200.00
Johnson Engineering Inc	002047	20044888-001 Inv 105	General Engineering Services thru 08/14/16	\$ 916.25
Lake Masters Aquatic Weed Control, Inc.	002044	16-06881	Lake Maintenance 08/16	\$ 1,753.00
LCEC	002045	6571809552 08/16	Street Lights 3000 Magnolia Landing Ln 08/16	\$ 1,673.45
Leah Popelka	002053	LP091516	Board of Supervisors Meeting 09/15/16	\$ 200.00
Magnolia Landing Golf, LLC	002039	689	Aerator/ Utility Cost 08/16	\$ 500.00
Magnolia Landing Golf, LLC	002039	690	Aerator 08/16	\$ 625.00
Magnolia Landing Golf, LLC	002039	692	Pothole Repairs	\$ 425.00
Magnolia Landing Golf, LLC	002052	693	Aerator/ Utility Cost 09/16	\$ 500.00
Magnolia Landing Golf, LLC	002052	694	Aerator 09/16	\$ 625.00
Magnolia Landing Master Association, Inc.	002038	320	Landscape Maintenance 08/16	\$ 3,494.58
Magnolia Landing Master Association, Inc.	002051	321	Landscape Maintenance 09/16	\$ 3,494.58
Michael Dady	002050	MD091516	Board of Supervisors Meeting 09/15/16	\$ 200.00
Rizzetta & Company, Inc.	002040	3515	District Management Fees 09/16	\$ 3,394.34
Rizzetta Technology Services, LLC	002041	INV0000001594	Website Hosting & Email Services 09/16	\$ 175.00
Robert Bishop	002048	BB091516	Board of Supervisors Meeting 09/15/16	\$ 200.00
The Daily Breeze	002042	060281	Legal Advertising 06/16	\$ 505.94

CFM Community Development District

Paid Operation & Maintenance Expenses

September 1, 2016 Through September 30, 2016

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Daily Breeze	002042	070246	Legal Advertising 07/16	\$ 505.94
Walker Exotic Tree Eradication & Mitigation LLC	002054	424	Preserve Maintenance	<u>\$ 8,250.00</u>
Report Total				<u>\$ 43,233.66</u>

Brad's Pressure Washing, Inc.

08/09/2016

Invoice # 16916

To- CFM Community Development District

Pressure wash the following sidewalks located in Magnolia Landing of Ft. Myers-

1) Magnolia Landing Dr-----\$3,953.17
2) Fitness Center-----\$400.00
Total-----\$4,353.17

Thank you,

Brad Cohan - President
Brad's Pressure Washing, Inc.
www.brads-pressure-washing.com
941-204-6085
239-292-7099

Please send check to-

Brad's Pressure Washing, Inc.
5016 Abdella Ln
North Port, FL 34291

RECEIVED

Date Rec'd Rizzetta & Co., Inc. AUG 18 2016
D/M approval [Signature] Date 9/2/16
Date entered SEP 02 2016
Fund 001 GL 54100 OC 4621
Check # _____

**CFM CDD
SUPERVISOR PAY REQUEST**

Meeting Date: September 15, 2016

Name of Board Supervisor	Check if present	Check if paid
Mike Dady	✓	X
Brian Wasser	X	X
Bob Bishop <i>(P. 1102)</i>	X	X
John Blakley	✓	X
Leah Popelka	✓	X

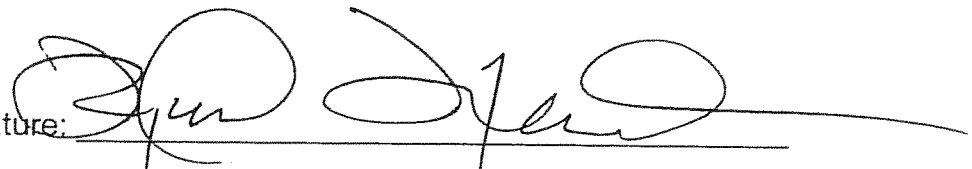
EXTENDED MEETING TIMECARD

Meeting Start Time:	11:05	
Meeting End Time:	11:57	
Total Meeting Time:	0:46	

Time Over _____ () Hours: _____

Total at \$175 per Hour: _____

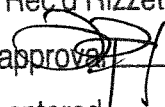
Bill Client for above?		yes
Accumulate for future billing?		yes

DM Signature: 

Please forward completed timecard to Marcia Eannetta and copy Susan Garcia.

RECEIVED

SEP 20 2016

Date Rec'd Rizzetta & Co., Inc. _____
 D/M approval  Date 9/23/16
 Date entered SEP 21 2016
 Fund 001 GL 51100 OC 1101
 Check # _____



INVOICE

Customer	CFM (Magnolia Landing) Community Development District 492
Date	08/23/2016
Customer Service	Kristina Rudez
Page	1 of 1

CFM (Magnolia Landing) Community Development District
 c/o Rizetta & Company
 9530 Marketplace Road, Ste. 206
 Ft. Myers, FL 33912

Payment Information	
Invoice Summary	7,601.00
Payment Amount	
Payment for:	Invoice#4798
100116606	

Thank You

Please detach and return with payment



Customer: CFM (Magnolia Landing) Community Development District

Invoice	Effective	Transaction	Description	Amount
4798	10/01/2016	Renew policy	Policy #100116606 10/01/2016-10/01/2017 Florida Insurance Alliance Package - Renew policy Due Date: 9/22/2016 <div style="text-align: right;"> RECEIVED Date Rec'd Rizetta & Co., Inc. <u>SEP 07 2016</u> D/M approval <u>[Signature]</u> Date <u>9/9/16</u> Date entered <u>SEP 08 2016</u> Fund <u>601</u> GL <u>15500</u> OC _____ Check # _____ </div>	7,601.00

Total

7,601.00

Thank You

REMIT TO: EGIS INSURANCE ADVISORS LLC, LOCKBOX 234021, PO BOX 84021, Chicago, IL 60689-4002
 OVERNIGHT: Egis Insurance Advisors, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Egis Insurance & Risk Advisors 250 International Parkway Suite 254 Lake Mary, FL 32746	(321)320-7665	Date
	cbitner@egisadvisors.com	08/23/2016

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

August 19, 2016

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

Bill Number 89233
Billed through 07/31/2016

General Counsel/Monthly Meeting

CFMCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

07/05/16	MCE	Respond to Lerner questions regarding continuing disclosure agreement update.	0.20 hrs
07/06/16	JEM	Review correspondence from Dady regarding proposed conveyance from Magnolia Landing Golf, LLC.	0.10 hrs
07/12/16	JEM	Review correspondence from Lawson; reply to same.	0.10 hrs
07/13/16	JEM	Confer with Dady; review parcel J conveyance documents; prepare correspondence to Dady.	0.60 hrs
07/14/16	JEM	Review correspondence from Dady.	0.10 hrs
07/15/16	MCE	Prepare for board meeting.	1.00 hrs
07/15/16	JEM	Prepare correspondence to clerk of court.	0.10 hrs
07/17/16	MCE	Confer with Huber; prepare for board meeting.	0.20 hrs
07/19/16	LCW	Prepare for and travel to board meeting.	0.70 hrs
07/20/16	LCW	Prepare for and travel to board meeting.	1.80 hrs
07/21/16	LCW	Attend board meeting; return travel.	2.50 hrs
07/22/16	LCW	Follow-up from board meeting.	0.20 hrs
07/22/16	KEM	Research status of budget and assessment resolutions.	0.10 hrs
07/25/16	JEM	Prepare correspondence to Dady; prepare Crosswater conveyances; prepare Crosswater conveyance documentation; review correspondence from Carezza.	3.10 hrs
07/26/16	JEM	Prepare correspondence to Dady; review correspondence from Carezza; confer with Carezza.	0.40 hrs
07/26/16	LCW	Review correspondence regarding water management district permittee entities.	0.10 hrs

07/28/16	JEM	Review correspondence from Carezza.	0.10 hrs
07/29/16	JEM	Review correspondence from Carezza regarding Crosswater title work.	0.10 hrs
07/29/16	CNG	Research public records request.	0.10 hrs
Total fees for this matter			\$3,066.00

DISBURSEMENTS

Postage	4.19
Travel	91.43
Travel - Meals	27.32
Recording Fees	207.70
United Parcel Service	44.77
Total disbursements for this matter	\$375.41

MATTER SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Merritt, Jason E.	4.70 hrs	305 /hr	\$1,433.50
Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Whelan, Lindsay C.	5.30 hrs	225 /hr	\$1,192.50
Eckert, Michael C.	1.40 hrs	290 /hr	\$406.00

TOTAL FEES	\$3,066.00
TOTAL DISBURSEMENTS	\$375.41

TOTAL CHARGES FOR THIS MATTER	\$3,441.41
--------------------------------------	-------------------

BILLING SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Merritt, Jason E.	4.70 hrs	305 /hr	\$1,433.50
Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Whelan, Lindsay C.	5.30 hrs	225 /hr	\$1,192.50
Eckert, Michael C.	1.40 hrs	290 /hr	\$406.00

TOTAL FEES	\$3,066.00
TOTAL DISBURSEMENTS	\$375.41

TOTAL CHARGES FOR THIS BILL	\$3,441.41
------------------------------------	-------------------

RECEIVED

Please include the bill number on your check.

Date Rec'd Rizzetta & Co., Inc. AUG 23 2016D/M approval [Signature] Date 8/26/16Date entered AUG 25 2016Fund 001 GL 51400 OC 3107

Check # _____

Johnson Engineering, Inc.
 Remit To:
 P.O. Box 2112
 Fort Myers, FL 33902
 Ph: 239.334.0046 Fax: 239.334.3661

Invoice

SEP 02 2016

Project Manager David Robson

August 29, 2016
 Project No: 20044888-001
 Invoice No: 105

Accounts Payable
 CFM CDD
 3434 Colwell Ave
 Suite 200
 Tampa, FL 33614

FEID #59-1173834

Project 20044888-001 CFM CDD General Engineering

Professional Services through August 14, 2016

Phase 01 General Engineering

Professional Personnel

	Hours	Rate	Amount
Engineer VI			
Robson, David 7/21/2016 Attend Board of Supervisor meeting.	2.00	150.00	300.00
Robson, David 7/25/2016 ACOE for Additional Lands info to District Mgr.	1.00	150.00	150.00
Robson, David 7/26/2016 CFM CDD ERP document update to District Mgr.	1.00	150.00	150.00
Robson, David 7/28/2016 Additional ERP documents from SFWMD review.	1.00	150.00	150.00
Robson, David 8/1/2016 Review SFWMD Notice letter with B Blandon.	.50	150.00	75.00
Robson, David 8/3/2016 Confirm Mystic way CA impact information for District Council resident letter.	.50	150.00	75.00
Technician II			
Keen, Cynthia 7/28/2016 CFM CDD - SFWMD Notice of Compliance Satisfied letter	.25	65.00	16.25
Totals	6.25		916.25
Total Labor			916.25
		Total this Phase	\$916.25
		Total this Invoice	\$916.25

RECEIVED

Date Rec'd Rizzetta & Co., Inc. SEP 07 2016
 D/M approval [Signature] Date 9/9/16
 Date entered SEP 08 2016
 Fund 001 GL 51300 OC 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 #
9/1/2016	16-06881

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

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

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL - PER NEW CONTRACT SIGNED 08/15	1,753.00	1,753.00

RECEIVED

Date Rec'd Rizzetta & Co., Inc. SEP 01 2016

D/M approval [Signature] Date 9/2/16

Date entered SEP 02 2016

Fund 001 GL 53800 OC 4605

Check # _____

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

Total	\$1,753.00
Payments/Credits	\$0.00
Balance Due	\$1,753.00



Keep your lights on this hurricane season- the SAFE way!
Ask us about safe generator connection -GenerLink. Call (239) 656-2300 or visit www.lcec.net.

Explanation of charges on reverse side. Page 1 of 1

6/26/16-003147

Customer Name: CFM COMMUNITY DEVELOPMENT DISTRICT

Account Number: 6571809552

Due Date: 09/16/2016

SEP 01 2016

Account Summary as of August 26, 2016

Previous Balance	1673.45
Payment Received - 08/14/2016	-1673.45
Corrections	0.00
Past Due Balance	\$0.00
Current Charges - ELECTRIC	1673.45
Adjustments, Credits, & Other Charges	0.00
Total Amount Due	\$1,673.45

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

SA ID# 6571809975 Security Lt-Comm

Service From 07/28/2016 to 08/26/2016

46 13' Decorative Pole at \$12.75 each	586.50
46 units 150 Decorative Lights Energy Charge at \$6.74 each	310.04
46 units 150 Decorative Lights Fixture Charge at \$14.17 each	651.82
2 units 100 HPS Light Energy Charge at \$4.49 each	8.98
2 units 100 HPS Light Fixture Charge at \$5.67 each	11.34
Power Cost Adj. (3,035.9995 kWh at \$0.0063)	19.13
Summary Of Light Related Charges	338.15
Summary Of Non Electric Fixtures	663.16
Summary Of Pole Related Charges	586.50
Gross Receipts Tax	10.50
Franchise Fee-Unincorporated Lee Co. Government	75.14
Current Charge Subtotal	\$1,673.45

RECEIVED

SEP 01 2016

Date Rec'd Rizzetta & Co., Inc. _____
 D/M approval Date 9/2/16
 Date entered SEP 02 2016
 Fund 001 GL 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	\$1,673.45	\$1,673.45	09/16/2016	

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

3147 1 MB 0.416 26-14



CFM COMMUNITY DEVELOPMENT DISTRICT
 CFM COMMUNITY DEVELOPMENT DISTRICT
 3434 COLWELL AVE STE 200
 TAMPA, FL 33614-8390



REMIT TO



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

Magnolia Landing Golf, LLC

3501 Avenida Del Vera
North Fort Myers, FL 33917

Invoice

Date	Invoice #
8/31/2016	689

Bill To
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Due Date	Billing Period
8/31/2016	August 2016

Quantity	Description	Rate	Amount
1	Utility Cost	500.00	500.00
RECEIVED Date Rec'd Rizzetta & Co., Inc. <u>JUL 27 2016</u> D/M approval <u>[Signature]</u> Date <u>7/29/16</u> Date entered <u>JUL 27 2016</u> Fund <u>001</u> GL <u>53100</u> OC <u>4304</u> Check # _____			
Total			\$500.00

Magnolia Landing Golf, LLC

3501 Avenida Del Vera
North Fort Myers, FL 33917

Invoice

Date	Invoice #
8/31/2016	690

Bill To
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Due Date	Billing Period
8/31/2016	August 2016

Quantity	Description	Rate	Amount
1	Aerator Agreement & Water Use	625.00	625.00
			<p style="text-align: right;">RECEIVED</p> <p>Date Rec'd Rizzetta & Co., Inc <u>JUL 27 2016</u> D/M approval <u>[Signature]</u> Date <u>7/27/16</u> Date entered <u>JUL 27 2016</u> Fund <u>001</u> GL <u>53800</u> OC <u>4614</u> Check # _____</p>
Total			\$625.00

Magnolia Landing Golf, LLC

3501 Avenida Del Vera
North Fort Myers, FL 33917

Invoice

Date	Invoice #
8/24/2016	692

Bill To
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Due Date	Billing Period
8/24/2016	

Quantity	Description	Rate	Amount
1	Pot Hole Patch	425.00	425.00
RECEIVED Date Rec'd Rizzetta & Co., Inc. <u>AUG 24 2016</u> D/M approval <u>[Signature]</u> Date <u>8/24/16</u> Date entered <u>AUG 25 2016</u> Fund <u>001</u> GL <u>54100</u> OC <u>4620</u> Check # _____			
Total			\$425.00

Magnolia Landing Golf, LLC

3501 Avenida Del Vera
North Fort Myers, FL 33917

Invoice

Date	Invoice #
9/30/2016	693

Bill To
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Due Date	Billing Period
9/30/2016	September 2016

Quantity	Description	Rate	Amount
1	Utility Cost	500.00	500.00
RECEIVED Date Rec'd Rizzetta & Co., Inc. <u>AUG 30 2016</u> D/M approval <u>[Signature]</u> Date <u>9/2/16</u> Date entered <u>[Signature]</u> <u>SEP 02 2016</u> Fund <u>001</u> GL <u>53100</u> OC <u>4304</u> Check # _____			
Total			\$500.00

Magnolia Landing Golf, LLC

3501 Avenida Del Vera
North Fort Myers, FL 33917

Invoice

Date	Invoice #
9/30/2016	694

Bill To
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Due Date	Billing Period
9/30/2016	September 2016

Quantity	Description	Rate	Amount
1	Aerator Agreement & Water Use	625.00	625.00
<p style="text-align: right;">RECEIVED</p> <p>Date Rec'd Rizzetta & Co., Inc. <u>AUG 30 2016</u></p> <p>D/M approval <u>[Signature]</u> Date <u>9/21/16</u></p> <p>Date entered <u>SEP 02 2016</u></p> <p>Fund <u>001</u> GL <u>53800</u> OC <u>4614</u></p> <p>Check # _____</p>			Total
			\$625.00

Magnolia Landing Master Association, Inc.

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

DATE: August 1, 2016
INVOICE # 320
FOR: Landscape Maintenance

Bill To:

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

DESCRIPTION	AMOUNT
CDD Landscape Maintenance - August 2016	\$ 3,494.58
RECEIVED Date Rec'd Rizzetta & Co., Inc. <u>AUG 02 2016</u> D/M approval <u>[Signature]</u> Date <u>8/5/16</u> Date entered <u>AUG 04 2016</u> Fund <u>001</u> GL <u>53900</u> OC <u>4604</u> Check # _____	
TOTAL	\$ 3,494.58

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

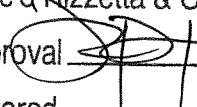
Magnolia Landing Master Association, Inc.

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

DATE: September 1, 2016
 INVOICE # 321
 FOR: *Landscape Maintenance*

Bill To:

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

DESCRIPTION	AMOUNT
<p>CDD Landscape Maintenance - September 2016</p> <p style="text-align: right;">RECEIVED</p> <p style="text-align: right;">SEP 15 2016</p> <p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval  Date <u>9/19/16</u></p> <p>Date entered _____ SEP 16 2016</p> <p>Fund <u>001</u> GL <u>53900</u> OC <u>4604</u></p> <p>Check # _____</p>	<p>\$ 3,494.58</p>
TOTAL	<p>\$ 3,494.58</p>

Make all checks payable to Magnolia Landing Master Association Inc.

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

Invoice

DATE	INVOICE NO.
9/1/2016	3515

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

TERMS	PROJECT
Due Upon Rec't	545 - CDD
RATE	AMOUNT

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	PROFESSIONAL FEES:			
DM	District Management Services 3101		1,361.00	1,361.00
ADMIN	Administrative Services 3100		450.00	450.00
ACTG	Accounting Services 3201		1,166.67	1,166.67
FC	Financial Consulting Services 3111		416.67	416.67
	Services for the period September 1, 2016 through September 30, 2016			
	RECEIVED			
	Date Rec'd Rizzetta & Co., Inc. <u>AUG 25 2016</u>			
	D/M approval <u>[Signature]</u> Date <u>8/26/16</u>			
	Date entered <u>AUG 25 2016</u>			
	Fund <u>001</u> GL <u>51300</u> OC <u>*</u>			
	Check # _____			

Total	\$3,394.34
--------------	-------------------

Rizzetta Technology Services
 5020 W Linebaugh Ave.
 Suite 200
 Tampa FL 33624

Invoice

Date	Invoice #
9/1/2016	INV0000001594

Bill To:

CFM CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
September		00545

Description	Qty	Rate	Amount
Email Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00

RECEIVED

AUG 25 2016

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval *[Signature]* Date 8/26/16

Date entered AUG 25 2016

Fund 001 GL 51300 OC 5103

Check # _____

Subtotal	\$175.00
Total	\$175.00



BREEZE NEWSPAPERS

P.O.Box 151306
 CAPE CORAL, FL 33915-1306

STATEMENT NUMBER	BILLING DATE
060281	6/30/16
ACCOUNT NUMBER	BILLING PERIOD
B19530	JUNE 2016
TOTAL AMOUNT DUE	
505.94	

WRITE AMOUNT
 ENCLOSED

ADVERTISING INVOICE/STATEMENT

BILL ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CFM 9530 MARKET PLACE RD STE # 206 FORT MYERS FL 33912 ATTN: KARI HARDWICK	BREEZE NEWSPAPERS P O BOX 151306 CAPE CORAL, FL 33915

Please Detach Upper Portion And Return With Payment

DAY	REFERENCE	DESCRIPTION	DIMENSIONS	BILL UNITS	RATE	AMOUNT
29	PRINTED IN: BZ CAPE CORAL BREEZE	PREVIOUS BALANCE DISPLAY COMBO	3X21.50	64.5		0.00 505.94
Date Rec'd Rizzetta & Co., Inc. <u>JUL 05</u> REC'D D/M approval <u>[Signature]</u> Date <u>8/26/16</u> Date entered <u>AUG 25 2016</u> Fund <u>001</u> GL <u>51300</u> OC <u>4801</u> Check # _____						

MESSAGE

BREEZE NEWSPAPERS PH #239-574-1110

TOTALS			AGEING				TOTAL AMOUNT DUE
DISPLAY	OTHER CHARGES	CREDITS	CURRENT	30 DAYS	60 DAYS	90 DAYS	
505.94	.00	.00	505.94	.00	.00	.00	505.94
STATEMENT NUMBER		BILLING DATE		TERMS			
060281		6/30/16		Balance due upon receipt of this invoice/statement			
ACCOUNT NUMBER		BILLING PERIOD		ADVERTISING INVOICE/STATEMENT BREEZE NEWSPAPERS PO Box 151306 Cape Coral, FL 33915-1306			
B19530		JUNE 2016					
CONTRACT INFORMATION							
EXPIRATION DATE		REQUIREMENT					
				CFM			
CURRENT MONTH		CUMULATIVE		SALESPERSON			
				SUSAN DATO			

ADVERTISING INVOICE/STATEMENT

YOUR SALESPERSON IS: **SUSAN DATO**

STATEMENT NUMBER	BILLING DATE
ACCOUNT NUMBER	BILLING PERIOD
B 19530	
TERMS OF PAYMENT	
CFM CDD	
NAME OF ADVERTISER	

666808 - Ticket #

DATE	REFERENCE NUMBER	CHARGE OR CREDIT DESCRIPTION / PRODUCT CODE	SAU/ DIMENSIONS	BILLED UNITS	RATE	AMOUNT
6/29		3x21.5 Display AD				546.96
7/6		3x21.5 Display AD				464.92

RECEIVED
JUL 11 2016

CASH DISCOUNT			AGING				TOTAL AMOUNT DUE
DEDUCT \$	IF PAID WITHIN	DAYS	CURRENT	30 DAYS	60 DAYS	90 DAYS	
							1011.88

CHARGE & CREDIT LEGEND

- A. COLOR
- B. POSITION
- C. PRODUCTION
- D. ART
- E. PRE-PRINTS
- F. PRINTING

TOTAL DISPLAY AMOUNT	TOTAL OTHER CHARGE	TOTAL CREDITS

CONTRACT INFORMATION

EXPIRATION DATE	REQUIREMENT
CURRENT MONTH	CUMULATIVE

REMITTANCE SLIP

PLEASE DETACH AND SEND WITH PAYMENT.

ACCOUNT NUMBER	ACCOUNT NAME
B 19530	CFM CDD

REMITTANCE ADDRESS

BREEZE CORP
2510 Del Prado Blvd
CAPE CORAL, FL 33904

WRITE AMOUNT ENCLOSED

--	--

COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2016/2017 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings and Regular Meeting

The Board of Supervisors for the CFM Community Development District ("District") will hold the following two public hearings and a regular meeting:

TWO PUBLIC HEARINGS AND A REGULAR MEETING

DATE: Thursday, July 21, 2016
 TIME: 11:00 a.m.
 LOCATION: 9530 Marketplace Road, Suite 206
 Fort Myers, Florida 33912

The purpose of the first public hearing is to receive public comment and objections on the District's proposed budgets for the fiscal year beginning October 1, 2016 and ending September 30, 2017 ("Fiscal Year 2016/2017 Budget"). The first public hearing is being conducted pursuant to Chapter 190, Florida Statutes.

The purpose of the second public hearing is to consider the imposition of operations and maintenance special assessments ("O&M Assessment") upon the lands located within the District to fund the District's Fiscal Year 2016/2017 Budget; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. The second public hearing is being conducted pursuant to Chapter 190 of the Florida Statutes, and using the procedures authorized by Florida law for the levy and collection of special assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy assessments as finally approved by the Board.

A Board meeting of the District will also be held where the Board may consider any other business that may properly come before it.

Justification of Assessments

The District imposes special assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget and providing the funds necessary to pay debt service on outstanding bonds as reflected in the District's debt service budget. A geographic depiction of the District (i.e., the property potentially subject to the assessments) and the streets or areas so improved by the District is identified in the map attached hereto. The District adopts its budgets for these operations and maintenance expenses each year after consideration by the Board and after the holding of a public hearing.

All benefited lands within the District pay these assessments, including undeveloped and developed lands. Lands within the District are assigned units of measurement, known as "Equivalent Assessment Units" or "EAUs," in accordance with their use and as described more fully in the District's assessment methodology on file at the offices of the District Manager.

The table below shows the schedule of the proposed O&M Assessments for each product type within the District:

Lot Type	EAU Factor	FY 2017 O&M Assessment
Residential	1	\$2,46.67
Golf Course	1	\$2,46.67
Undeveloped	1	\$246.67/acre

For all O&M Assessments levied for Fiscal Year 2016/2017, the District expects to collect no more than \$349,778.91 in gross revenue. The proposed O&M Assessments as stated include collection crisis and/or early payment discounts, which the County may impose on assessments that are collected on the County tax bill. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2016/2017.

By operation of law, the District's assessments each year constitute a lien against benefited property located within the District just as do each year's property taxes. For Fiscal Year 2016/2017, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefited property by sending out a bill prior to, or during, November 2016. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property, which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

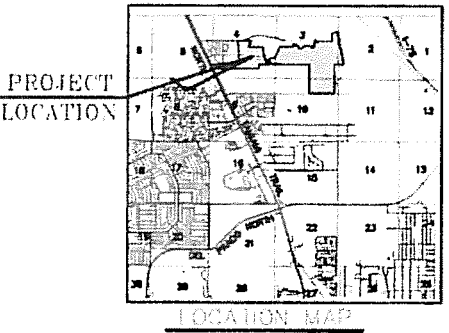
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the proposed budgets, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, Ph: (239) 916-0913 during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 936-9913 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Matthew Huber
 District Manager
 Run Dates: 6/29/16 & 7/6/16





BREEZE NEWSPAPERS

P.O.Box 151306
 CAPE CORAL, FL 33915-1306

<i>Statement Number</i>	<i>Billing Date</i>
070246	7/31/16
<i>Account Number</i>	<i>Billing Period</i>
B19530	JULY 2016
<i>Total Amount Due</i>	<i>Amount Enclosed</i>
1011.88	

Advertising Invoice/Statement

<i>Bill Account Name And Address</i>	<i>Remittance Address</i>
CFM 9530 MARKET PLACE RD STE # 206 FORT MYERS FL 33912 ATTN: KARI HARDWICK	BREEZE NEWSPAPERS P O BOX 151306 CAPE CORAL, FL 33915

Please Detach Upper Portion And Return With Payment

Day	Reference	Description	Dimensions	Units	Rate	Amount
6	PRINTED IN:	PREVIOUS BALANCE DISPLAY COMBO	3X21.50	64.5		505.94
	BZ	BZ CAPE CORAL BREEZE				505.94

RECEIVED

Date Rec'd Rizzetta & Co., Inc. AUG 25 2016

D/M approval [Signature] Date 8/24/16

Date entered AUG 25 2016

Fund 001 GL 51300 OC 4801

Check # _____

Message

BREEZE NEWSPAPERS PH # 239-574-1110

<i>Totals</i>			<i>Ageing</i>				
<i>Display</i>	<i>Other Charges</i>	<i>Credits</i>	<i>Current</i>	<i>30 Days</i>	<i>60 Days</i>	<i>90 Days</i>	<i>Total Due</i>
505.94	.00	.00	505.94	505.94	.00	.00	1011.88

<i>Statement Number</i>	<i>Billing Date</i>
070246	7/31/16
<i>Account Number</i>	<i>Billing Period</i>
B19530	JULY 2016

Terms	
Balance due upon receipt of this advertising statement	
<i>Name Of Advertiser</i>	
CFM	
<i>Salesperson</i>	
SUSAN DATO	

BREEZE NEWSPAPERS
 PO Box 151306
 Cape Coral, FL 33915-1306

<i>Contract Information</i>	
<i>Expiration Date</i>	<i>Requirement</i>
<i>Current Month</i>	<i>Cumulative</i>

ADVERTISING INVOICE/STATEMENT

YOUR SALESPERSON IS: SUSAN DATO

STATEMENT NUMBER	BILLING DATE
ACCOUNT NUMBER	BILLING PERIOD
B 19530	
TERMS OF PAYMENT	
CFM CDD	
NAME OF ADVERTISER	

616808 - Ticket #

DATE	REFERENCE NUMBER	CHARGE OR CREDIT DESCRIPTION / PRODUCT CODE	SAU / DIMENSIONS	BILLED UNITS	RATE	AMOUNT
6/29		3x21.5 DISPLAY AD				546.96
7/6		3x21.5 DISPLAY AD				464.92

RECEIVED
JUL 11 2016

CASH DISCOUNT

DEDUCT \$ IF PAID WITHIN DAYS

AGING

CURRENT 30 DAYS 60 DAYS 90 DAYS

TOTAL AMOUNT DUE
10,111.88

CHARGE & CREDIT LEGEND

- A. COLOR
- B. POSITION
- C. PRODUCTION
- D. ART
- E. PRE-PRINTS
- F. PRINTING

REMITTANCE SLIP

PLEASE DETACH AND SEND WITH PAYMENT.

ACCOUNT NUMBER	ACCOUNT NAME
B 19530	CFM CDD

REMITTANCE ADDRESS

BREEZE CORP.
2510 DEL PRADO BLVD
CAPE CORAL, FL 33904

WRITE AMOUNT ENCLOSED

--	--

TOTAL DISPLAY AMOUNT TOTAL OTHER CHARGE TOTAL CREDITS

CONTRACT INFORMATION

EXPIRATION DATE REQUIREMENT

CURRENT MONTH CUMULATIVE

COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2016-2017 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings and Regular Meetings

The Board of Supervisors for the CFM Community Development District ("District") will hold the following non-public hearings and a regular meeting:

TWO PUBLIC HEARINGS AND A REGULAR MEETING

DATE	Thursday, July 21, 2016
TIME	11:00 a.m.
LOCATION	9430 Marketplace Road, Suite 206 Fort Myers, Florida 33912

The purpose of the first public hearing is to receive public comment and objections on the District's proposed budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 ("Fiscal Year 2016/2017 Budget"). The first public hearing is being conducted pursuant to Chapter 190, Florida Statutes.

The purpose of the second public hearing is to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the District's Fiscal Year 2016/2017 Budget, to consider the adoption of an assessment roll and, to provide for the levy, collection, and enforcement of assessments. The second public hearing is being conducted pursuant to Chapter 190 of the Florida Statutes, and using the procedures authorized by Florida law for the levy and collection of special assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy assessments as finally approved by the Board.

A Board meeting of the District will also be held where the Board may consider any other business that may properly come before it.

Description of Assessments

The District imposes special assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget and providing the funds necessary to pay debt service on outstanding bonds as reflected in the District's debt service budget. A geographic depiction of the District (i.e., the property potentially subject to the assessments) and the streets or areas so improved by the District, is identified in the map attached hereto. The District adopts its budgets for these operations and maintenance expenses each year after consultation by the Board and after the holding of a public hearing.

All benefited lands within the District pay these assessments, including undeveloped and developed lands. Lands within the District are assigned units of measurement, known as "Equivalent Assessment Units" or "EAUs," in accordance with their use and as described more fully in the District's assessment methodology on file in the offices of the District Manager.

The table below shows the schedule of the proposed O&M Assessments for each product type within the District:

Lot Type	EAU Factor	FY 2017 O&M Assessment
Residential	1	\$346.67
Golf Course	1	\$346.67
Undeveloped	1	\$466.96 acres

For all O&M Assessments levied for Fiscal Year 2016/2017, the District expects to collect no more than \$349,778.01 in gross revenue. The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which the County may impose on assessments that are collected on the County tax bill. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2016/2017.

By operation of law, the District's assessments each year constitute a lien against benefited property located within the District just as do each year's property taxes. For Fiscal Year 2016/2017, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefited property by sending out a bill prior to, or during, November 2016. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

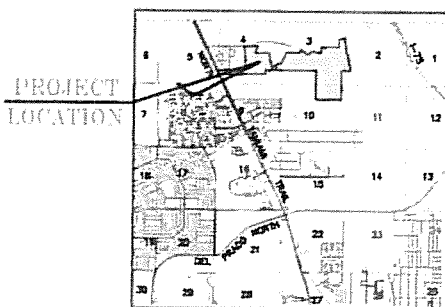
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the proposed budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager located at 9430 Marketplace Road, Suite 206, Fort Myers, Florida 33912, Ph: (239) 936-0913 during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 936-0913 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8771 (TTY) - 1-800-955-8770 (Voice), for aid in contacting the District Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Matthew Haber
District Manager
Run Dates: 6/29/16 & 7/6/16





RESTORING FLORIDA'S NATIVE BEAUTY

Walker Exotic Tree Eradication

INVOICE

Darrin Jones
17681 Caloosa Rd.
Alva, FL 33920
Phone 239.851.8811
Darrin@walkerexotics.com

INVOICE #424
DATE: SEPTEMBER 19, 2016

TO:
CFM Community Development District
Attn: District Manager
3434 Coldwell Ave, Suite 200
Tampa, FL 33614
c/o Belinda Blandon
Rizzetta & Company

FOR:
CFM CDD Preserve Maintenance

DESCRIPTION	AMOUNT
<p>Task: All category 1 and 2 exotic and nuisance vegetation within the preserve areas at the CFM CDD have been treated effectively.</p> <p>This is the second of two scheduled treatments per our contract.</p> <p style="text-align: center;">RECEIVED</p> <p>Date Rec'd Rizzetta & Co., Inc. <u>SEP 19 2016</u></p> <p>D/M approval <u>[Signature]</u> Date <u>9/23/16</u></p> <p>Date entered <u>SEP 21 2016</u></p> <p>Fund <u>001</u> GL <u>53800</u> OC <u>4607</u></p> <p>Check # _____</p>	<p>\$8,250.00</p>
Total Due	\$8,250.00

Make all checks payable to **Walker Exotic Tree Eradication & Mitigation**
Total due in 15 days.

Thank you for your business!

CFM COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures October 2016 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2016 through October 31, 2016. This does not include expenditures previously approved by the Board.

The total items being presented: **\$15,843.31**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2016 Through October 31, 2016

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	002058	90022	General/Monthly Legal Services 08/16	\$ 1,122.77
Johnson Engineering Inc	002059	20044888-001 Inv 106	General Engineering Services thru 09/18/16	\$ 1,548.75
Lake Masters Aquatic Weed Control, Inc.	002064	16-07718	Lake Maintenance 10/16	\$ 1,753.00
LCEC	002060	6571809552 09/16	Street Lights 3000 Magnolia Landing Ln 09/16	\$ 1,673.45
Magnolia Landing Golf, LLC	002061	730	Aerator/ Utility Cost 10/16	\$ 500.00
Magnolia Landing Golf, LLC	002061	733	Aerator 10/16	\$ 625.00
Rizzetta & Company, Inc.	002056	3632	District Management Fees 10/16	\$ 3,394.34
Rizzetta & Company, Inc.	002063	3725	Assessment Roll 2016-2017 FY	\$ 5,000.00
Rizzetta Technology Services, LLC	002057	INV0000001753	Website Hosting & Email Services 10/16	\$ 175.00
The Daily Breeze	002062	099054	Legal Advertising 09/16	<u>\$ 51.00</u>
Report Total				<u>\$ 15,843.31</u>

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 30, 2016

CFM Community Development District
c/o Rizzetta & Company
9428 Camden Pkwy
Riverview, FL 33578

Bill Number 90022
Billed through 08/31/2016

Date Rec'd Rizzetta & Co., Inc. OCT 04 2016

D/M approval [Signature]

Date 10/21/16

Date entered OCT 05 2016

Fund 001 GL 51400 OC 3107

Check# _____

General Counsel/Monthly Meeting
CFMCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

08/02/16	LCW	Confer with Robson regarding maintenance of preserve area.	0.10 hrs
08/03/16	MCE	Prepare letter regarding destruction of preserve lands; confer with Huber and Robson.	0.30 hrs
08/03/16	JEM	Prepare correspondence to Lawson regarding Crosswater parcel transfers; prepare correspondence to Dady.	0.80 hrs
08/04/16	JEM	Review correspondence from Dady; reply to same; confer with Dady and Wasser; prepare correspondence to Dady and Carena.	1.10 hrs
08/08/16	JEM	Review issues regarding Windham/Magnolia Landing conveyances.	0.10 hrs
08/11/16	LCW	Review meeting minutes and provide comments to same.	0.20 hrs
08/15/16	KEM	Research status of adoption of budget and assessment resolutions.	0.10 hrs
08/17/16	KEM	Confirm adoption of meeting schedule.	0.10 hrs
08/19/16	JEM	Prepare correspondence to Dady regarding Crosswater conveyances from Windham/Magnolia.	0.10 hrs
08/24/16	KEM	Confirm adoption of meeting schedule.	0.10 hrs
08/30/16	JEM	Confer with Dady; prepare correspondence to Lawson; confer with Lawson.	0.70 hrs
08/31/16	JEM	Prepare correspondence to Lawson.	0.10 hrs
08/31/16	CNG	Prepare prompt payment memorandum, resolution and policies.	0.10 hrs
Total fees for this matter			\$1,098.00

DISBURSEMENTS

Document Reproduction	0.50
United Parcel Service	24.27
Total disbursements for this matter	\$24.77

MATTER SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Merritt, Jason E.	2.90 hrs	305 /hr	\$884.50
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Whelan, Lindsay C.	0.30 hrs	225 /hr	\$67.50
Eckert, Michael C.	0.30 hrs	290 /hr	\$87.00

TOTAL FEES	\$1,098.00
TOTAL DISBURSEMENTS	\$24.77

TOTAL CHARGES FOR THIS MATTER **\$1,122.77**

BILLING SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Merritt, Jason E.	2.90 hrs	305 /hr	\$884.50
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Whelan, Lindsay C.	0.30 hrs	225 /hr	\$67.50
Eckert, Michael C.	0.30 hrs	290 /hr	\$87.00

TOTAL FEES	\$1,098.00
TOTAL DISBURSEMENTS	\$24.77

TOTAL CHARGES FOR THIS BILL **\$1,122.77**

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

Invoice

September 26, 2016
 Project No: 20044888-001
 Invoice No: 106
 FEID #59-1173834

Project Manager David Robson

Date Rec'd Rizzetta & Co., Inc. SEP 29 2016

Accounts Payable
 CFM CDD
 3434 Colwell Ave
 Suite 200
 Tampa, FL 33614

D/M approval [Signature] Date 10/11/16

Date entered OCT 06 2016

Fund 601 GL 51300 OC 3103

Check# _____

Project 20044888-001 CFM CDD General Engineering

Professional Services through September 18, 2016

Phase 01 General Engineering

Professional Personnel

		Hours	Rate	Amount
Engineer VI				
Robson, David	8/16/2016	1.00	150.00	150.00
Review pavement repair nees with District Manager.				
Robson, David	8/17/2016	1.00	150.00	150.00
Contact Pavement contractors re proposal for repairs.				
Robson, David	8/23/2016	2.50	150.00	375.00
Draft bid pakage preparation.				
Robson, David	8/26/2016	2.00	150.00	300.00
Draft bid pakage preparation.				
Robson, David	8/30/2016	2.00	150.00	300.00
Finalize and distribute Mitigation RFP.				
Robson, David	9/15/2016	1.50	150.00	225.00
Attend Board of Supervisor meeting.				
Technician II				
Keen, Cynthia	8/30/2016	.50	65.00	32.50
CFM CDD 2016 Mitigation Request for Proposal finalized draft per D Robson				
Keen, Cynthia	9/8/2016	.25	65.00	16.25
Board of Supervisor's information to D Hume				
Totals		10.75		1,548.75
Total Labor				1,548.75
Total this Phase				\$1,548.75
Total this Invoice				\$1,548.75

Invoice

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

DATE	INVOICE #
10/1/2016	16-07718

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

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

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL - PER NEW CONTRACT SIGNED 08/15	1,753.00	1,753.00

RECEIVED

Date Rec'd Rizzetta & Co., Inc. OCT 03 2016

D/M approval 10/7/16 Date Belinda Blandon

Date entered OCT 06 2016

Fund 001 GL 53800 OC 4605

Check # _____

Digitally signed by Belinda Blandon
 DN: cn=Belinda Blandon, o=Rizzetta &
 Company, ou=District Manager,
 email=bblandon@rizzetta.com, c=US
 Date: 2016.10.06 15:15:28 -0400

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.	Total	\$1,753.00
	Payments/Credits	\$0.00
	Balance Due	\$1,753.00



We are working hard to keep rates competitive!
In July, rates were decreased for the fifth time in three years.

Explanation of charges on reverse side. Page 1 of 1

09/23/16 5:33:19

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

Due Date: **10/18/2016**

Account Summary as of September 27, 2016

Previous Balance	1673.45
Payment Received - 09/12/2016	-1673.45
Corrections	0.00
Past Due Balance	\$0.00
Current Charges - ELECTRIC	1673.45
Adjustments, Credits, & Other Charges	0.00
Total Amount Due	\$1,673.45

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

SA ID# 6571809975 Security Lt-Comm

Service From **08/27/2016 to 09/27/2016**

46 13' Decorative Pole at \$12.75 each	586.50
46 units 150 Decorative Lights Energy Charge at \$6.74 each	310.04
46 units 150 Decorative Lights Fixture Charge at \$14.17 each	651.82
2 units 100 HPS Light Energy Charge at \$4.49 each	8.98
2 units 100 HPS Light Fixture Charge at \$5.67 each	11.34
Power Cost Adj. (3,035.9995 kWh at \$0.0063)	19.13
Summary Of Light Related Charges	338.15
Summary Of Non Electric Fixtures	663.16
Summary Of Pole Related Charges	586.50
Gross Receipts Tax	10.50
Franchise Fee-Unincorporated Lee Co. Government	75.14
Current Charge Subtotal	\$1,673.45

Date Rec'd Rizzetta & Co., Inc. **OCT 04 2016**
 D/M approval *[Signature]* Date **10/27/16**
 Date entered **OCT 06 2016**
 Fund **001** GL **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	\$1,673.45	\$1,673.45	10/18/2016	

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

3190 1 MB 0.416 26-14



CFM COMMUNITY DEVELOPMENT DISTRICT
CFM COMMUNITY DEVELOPMENT DISTRICT
9428 CAMDEN FIELD PKWY
RIVERVIEW, FL 33578-0519

REMIT TO



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



Magnolia Landing Golf, LLC

3501 Avenida Del Vera
North Fort Myers, FL 33917

Invoice

Date	Invoice #
10/31/2016	730

Bill To
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Due Date	Billing Period
10/31/2016	October 2016

Quantity	Description	Rate	Amount	
1	Utility Cost	500.00	500.00	
<p style="text-align: right;">RECEIVED</p> <p>Date Rec'd Rizzetta & Co., Inc. <u>SEP 27 2016</u></p> <p>D/M approval <u>[Signature]</u> Date <u>10-4-16</u></p> <p>Date entered <u>SEP 27 2016</u></p> <p>Fund <u>001</u> GL <u>53100</u> OC <u>4304</u></p> <p>Check # _____</p>			Total	\$500.00

Magnolia Landing Golf, LLC

3501 Avenida Del Vera
North Fort Myers, FL 33917

Invoice

Date	Invoice #
10/31/2016	733

Bill To
CFM CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Due Date	Billing Period
10/31/2016	October 2016

Quantity	Description	Rate	Amount
1	Aerator Agreement & Water Use	625.00	625.00
RECEIVED Date Rec'd Rizzetta & Co., Inc. <u>SEP 23 2016</u> D/M approval <u>[Signature]</u> Date <u>10-4-16</u> Date entered <u>SEP 27 2016</u> Fund <u>001</u> GL <u>538000C 4614</u> Check # _____			
Total			\$625.00

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

Invoice

DATE	INVOICE NO.
10/1/2016	3632

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 3101		1,361.00	1,361.00
ADMIN	Administrative Services 3100		450.00	450.00
ACTG	Accounting Services 3201		1,166.67	1,166.67
FC	Financial Consulting Services 3111		416.67	416.67
	Services for the period October 1, 2016 through October 31, 2016			
	RECEIVED			
	Date Rec'd Rizzetta & Co., Inc. SEP 28 2016			
	D/M approval <i>[Signature]</i> Date 10-4-16			
	Date entered SEP 29 2016			
	Fund 001 GL 51300 OC *			
	Check # _____			

Total	\$3,394.34
--------------	------------

RIZZETTA & COMPANY, INC.

Suite 200
 5020 W Linebaugh Avenue
 Tampa, FL 33624

Invoice

DATE	INVOICE NO.
10/10/2016	3725

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
AR	<p>PROFESSIONAL FEES:</p> <p>Assessment Roll</p> <p>Services related to the Assessment Roll preparation for the 2016-2017 fiscal year</p> <p>Date Rec'd Dist Office <u>OCT 10 2016</u></p> <p>DM Approval <u>[Signature]</u> Date <u>10/17/16</u></p> <p>Date Entered <u>OCT 13 2016</u></p> <p>Fund <u>001</u> GL <u>51300</u> OC <u>3111</u></p> <p>Check # _____</p>		5,000.00	5,000.00

Total	\$5,000.00
--------------	-------------------

Rizzetta Technology Services
 5020 W Linebaugh Ave.
 Suite 200
 Tampa FL 33624

Invoice

Date	Invoice #
10/1/2016	INV0000001753

Bill To:

CFM CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
October		00545

Description	Qty	Rate	Amount
Email Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
RECEIVED Date Rec'd Rizzetta & Co., Inc. <u>SEP 26 2016</u> D/M approval <u>[Signature]</u> Date <u>10-4-16</u> Date entered <u>SEP 27 2016</u> Fund <u>001</u> GL <u>51300</u> OC <u>5103</u> Check # _____			
Subtotal			\$175.00
Total			\$175.00



BREEZE NEWSPAPERS

P.O.Box 151306
CAPE CORAL, FL 33915-1306

STATEMENT NUMBER	BILLING DATE
099054	9/30/16
ACCOUNT NUMBER	BILLING PERIOD
L03434	SEPTEMBER 2016
TOTAL AMOUNT DUE	
51.00	

WRITE AMOUNT
ENCLOSED

ADVERTISING INVOICE/STATEMENT

BILL ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CFM CDD 3434 COLWELL AVE. SUITE 200 TAMPA, FL 33614 ATTN: ACCOUNTS PAYABLE	THE DAILY BREEZE C/O THE BREEZE CORP. P.O. BOX 151306 CAPE CORAL, FL 33915

Please Detach Upper Portion And Return With Payment

DAY	REFERENCE	DESCRIPTION	DIMENSIONS	BILL UNITS	RATE	AMOUNT
9	000104144	PREVIOUS BALANCE				0.00
	PRINTED IN:	Notice of Public Mee				51.00
	BZ	DAILY BREEZE				
		OB FMB OBSERVER				

Date Rec'd Rizzetta & Co., Inc. **OCT 06 2016**
 D/M approval *[Signature]* Date 10/7/16
 Date entered OCT - 6 2016
 Fund 061 GL51300 004801
 Check# _____

MESSAGE

BREEZE NEWSPAPERS PH #239-574-1110

TOTALS			AGEING				TOTAL AMOUNT DUE
DISPLAY	OTHER CHARGES	CREDITS	CURRENT	30 DAYS	60 DAYS	90 DAYS	
.00	51.00	.00	51.00	.00	.00	.00	51.00

STATEMENT NUMBER	BILLING DATE	TERMS
099054	9/30/16	Balance due upon receipt of this invoice/statement
ACCOUNT NUMBER	BILLING PERIOD	
L03434	SEPTEMBER 2016	
CONTRACT INFORMATION		
EXPIRATION DATE	REQUIREMENT	NAME OF ADVERTISER
		CFM CDD
CURRENT MONTH	CUMULATIVE	SALESPERSON
		SUSAN DATO

ADVERTISING
INVOICE/STATEMENT

BREEZE NEWSPAPERS
PO Box 151306
Cape Coral, FL 33915-1306

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL
33904
(239) 574-1110

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

09/07/2016 1:24:59PM

33912

No: 104144

Phone: 813 933-5571

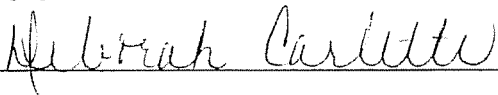
Ad No 104144	Customer No: L03434	Start Date 09-07-2016	Stop Date 09-07-2016	Category: Legals		Classification: MISCELLANEOUS			
Order No	Rate: LA	Lines: 102	Words: 343	Inches: 9.92		Cost 51.00	Payments .00	Balance 51.00	
Publications ... Runs Breeze Legals ... 1 Online Legals ... 1		Solicitor: SM	Origin: 17	Sales Rep: 3	Credit Card	Credit Card Number	Card Expire		
		<table border="1"> <tr> <th align="center">Identifier</th> </tr> <tr> <td> Notice of Public Meeting CFM Community Development District The regular meeting of the Board of Supervisors of the CFM Community Development </td> </tr> </table>					Identifier	Notice of Public Meeting CFM Community Development District The regular meeting of the Board of Supervisors of the CFM Community Development	Date Rec'd Rizzetta & Co., Inc. SEP 12 2016 CFM approval _____ Date _____ Date entered _____ Fund _____ GL _____ OC _____ Check# _____
Identifier									
Notice of Public Meeting CFM Community Development District The regular meeting of the Board of Supervisors of the CFM Community Development									
* = Extend Expiration Date									

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

Affidavit of Publication

State of Florida
County of Lee

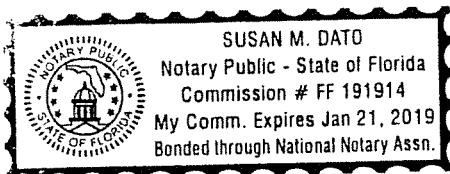
Before the undersigned authority personally appeared Deborah Carletti, who on oath says that he/she is the ADVERTISING REPRESENTATIVE of the Cape Coral Breeze newspaper, published at Cape Coral, Lee County, Florida that the attached copy of advertisement, being a Legal Notice, in the matter of Notice of Public Meeting CFM Community Development District, as published in said newspaper in the issues, September 7, 2016. Affiant further says that the Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, and has been entered as a second class periodicals matter at the post office in Fort Myers in said Lee County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said Newspaper.



SWORN TO AND SUBSCRIBED before me this
September 7, 2016
Notary Public



104144



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

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on Thursday, September 15, 2016 at 11:00 a.m. at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. Items on the agenda may include, but are not limited to, District operations and maintenance activities, financial matters, capital improvements, and general administration activities.

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, Belinda Blandon, 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.

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

Belinda Blandon
District Manager
Run date: 09/07/16
104144

Tab 4

RESOLUTION 2017-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CFM COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2)(a), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the Community Development District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 17, 2016, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____ Votes

Section 2. In accordance with Section 190.006(2)(a), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, the above-named persons are declared to have been elected for the following terms of office:

_____ 4 Year Term, Seat 5

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

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2016.

**LUCAYA COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

November 17, 2016 Minutes of Landowner Meeting

Tab 5

RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CFM COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to re-designate the Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ Matthew Huber _____ is appointed Assistant Secretary.
_____ Belinda Blandon _____ is appointed Assistant Secretary.

Section 4. This Resolution shall not supersede any appointments made by the Board other than those specified in Sections 1, 2 and 3.

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

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2016.

CFM COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST SECRETARY

Tab 6

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: Board of Supervisors
CFM Community Development District

From: Mike Eckert

Date: September 9, 2016

Re: Prompt Payment Policies and Procedures

The purpose of this memorandum is to outline the CFM Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fail to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.

RESOLUTION 2017-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2016.

ATTEST:

**CFM COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

CFM COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

_____, 2016

CFM Community Development District
Prompt Payment Policies and Procedures

Table of Contents

I.	Purpose	1
II.	Scope	1
III.	Definitions	1
	A. Agent	1
	B. Construction Services	1
	C. Contractor or Provider of Construction Services	1
	D. Date Stamped	1
	E. Improper Invoice	2
	F. Improper Payment Request	2
	G. Non-Construction Goods and Services	2
	H. Proper Invoice	2
	I. Proper Payment Request	2
	J. Provider	2
	K. Purchase	2
	L. Vendor	2
IV.	Proper Invoice/Payment Request Requirements	3
	A. General	3
	B. Sales Tax	3
	C. Federal Identification and Social Security Numbers	3
	D. Proper Invoice for Non-Construction Goods and Services	3
	E. Proper Payment Request Requirements for Construction Services.....	4
V.	Submission of Invoices and Payment Requests	4
VI.	Calculation of Payment Due Date	5
	A. Non-Construction Goods and Services Invoices	5
	B. Payment Requests for Construction Services	6
VII.	Resolution of Disputes	7
	A. Dispute Between the District and a Contractor	7
	B. Dispute Resolution Procedures	7
VIII.	Purchases Involving Federal Funds or Bond Funds.....	8
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage	8
X.	Late Payment Interest Charges	9
	A. Related to Non-Construction Goods and Services	9
	B. Related to Construction Services	9
	C. Report of Interest	9

I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the CFM Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the

Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8012507724C-9. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (239) 936-0913, email BBlandon@rizzetta.com, Fax (239) 936-1815).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved

- in writing by the Board of the District Manager
6. Project name (if applicable)
 7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
 8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
 9. Any applicable discounts
 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
CFM Community Development District
c/o Accounts Payable
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
2. **Email Address**
BBlandon@rizzetta.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and

3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Contractor

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In

addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

Tab 7

PREPARED BY AND RETURN TO:
Jason E. Merritt, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

Property Appraisers Parcel I.D.: 03-43-24-11-000CC.0000 (Portion);
03-43-24-11-0000L.0000 (Portion);
02-43-24-11-0000B.0000 (Portion); and
02-43-24-11-0000E.0000 (Portion)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this _____ day of _____, 2016, by **CFM Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, and whose address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, hereinafter called the grantor, to **Maxcy Development Group Holdings – CFM, Inc.**, a Florida corporation, and whose address is 5020 West Linebaugh Avenue, Suite 250, Tampa, Florida 33624, hereinafter called the grantee:

(Wherever used herein the terms “grantor” and “grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby remises, releases, and quitclaims unto the grantee, all that certain land situate in Lee County, Florida, viz:

See attached **COMPOSITE EXHIBIT A**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

[Signature on following page]

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in our Presence:

CFM COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

Printed Name: _____

By: _____
Printed Name: _____
As its: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of **CFM Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on its behalf.

Signature of Notary Public

(SEAL)

Name of Notary Public
(Typed, Printed or Stamped)

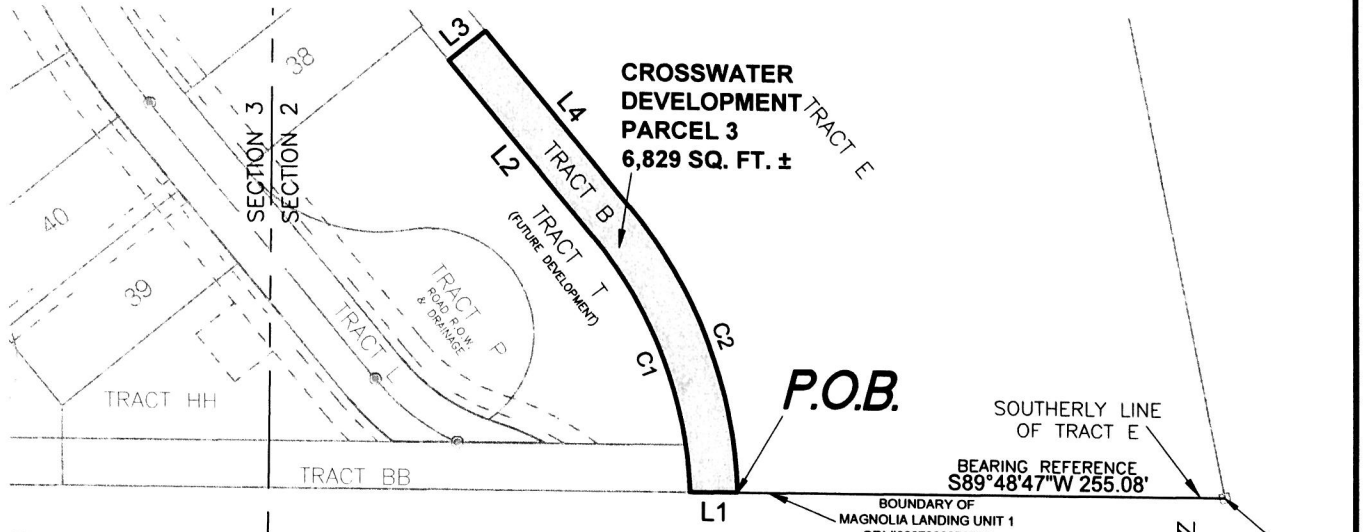
Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

COMPOSITE EXHIBIT A

LEGAL DESCRIPTION

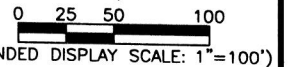
[See Attached Sketches and Descriptions for those parcels identified as Crosswater Development Parcel 3, Crosswater Development Parcel 4, and Crosswater Development Parcel 5, respectively]

**CROSSWATER DEVELOPMENT PARCEL 3
SECTION 2, TOWNSHIP 43 SOUTH,
RANGE 24 EAST, LEE COUNTY, FLORIDA
(NOT SURVEYED)**



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°48'47\"W	25.01'
L2	N39°24'01\"W	118.70'
L3	N50°36'29\"E	25.00'
L4	S39°24'01\"E	118.70'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	223.39'	37°25'09\"	N20°41'27\"W	143.32'	145.90'
C2	248.39'	37°35'59\"	S20°36'01\"E	160.10'	163.01'



CROSSWATER DEVELOPMENT PARCEL 3

A PORTION OF TRACT B, ACCORDING TO THE PLAT OF MAGNOLIA LANDING, UNIT ONE, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT 2007000052500, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID PARCEL ALSO LYING IN SECTION 2, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT E, ACCORDING TO SAID PLAT OF MAGNOLIA LANDING, UNIT ONE; THENCE, ALONG THE BOUNDARY OF SAID PLAT, S89°48'47\"W, A DISTANCE OF 255.08 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUE, ALONG SAID BOUNDARY, S89°48'47\"W, A DISTANCE OF 25.01 FEET; THENCE, ALONG THE BOUNDARY OF THE AFOREMENTIONED TRACT B FOR THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 223.39 FEET, A DELTA ANGLE OF 37°25'09\"
2. N39°24'01\"W, A DISTANCE OF 118.70 FEET;

THENCE N50°36'29\"E, A DISTANCE OF 25.00 FEET; THENCE, ALONG THE BOUNDARY OF THE AFOREMENTIONED TRACT B FOR THE FOLLOWING TWO (2) COURSES:

1. S39°24'01\"E, A DISTANCE OF 118.70 FEET;
2. SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 248.39 FEET, A DELTA ANGLE OF 37°35'59\"

TO THE **POINT OF BEGINNING**.

CONTAINING 6,829 SQUARE FEET OR 0.16 ACRES, MORE OR LESS

NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

MARK D. HAINES (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5312

DATE SIGNED: 6/6/16

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN ARE BASED ON THE SOUTHERLY LINE OF TRACT E, MAGNOLIA LANDING, UNIT 1, BEING S89°48'47\"W.
3. POC = POINT OF COMMENCEMENT
4. POB = POINT OF BEGINNING
5. ORI = OFFICIAL RECORDS INSTRUMENT



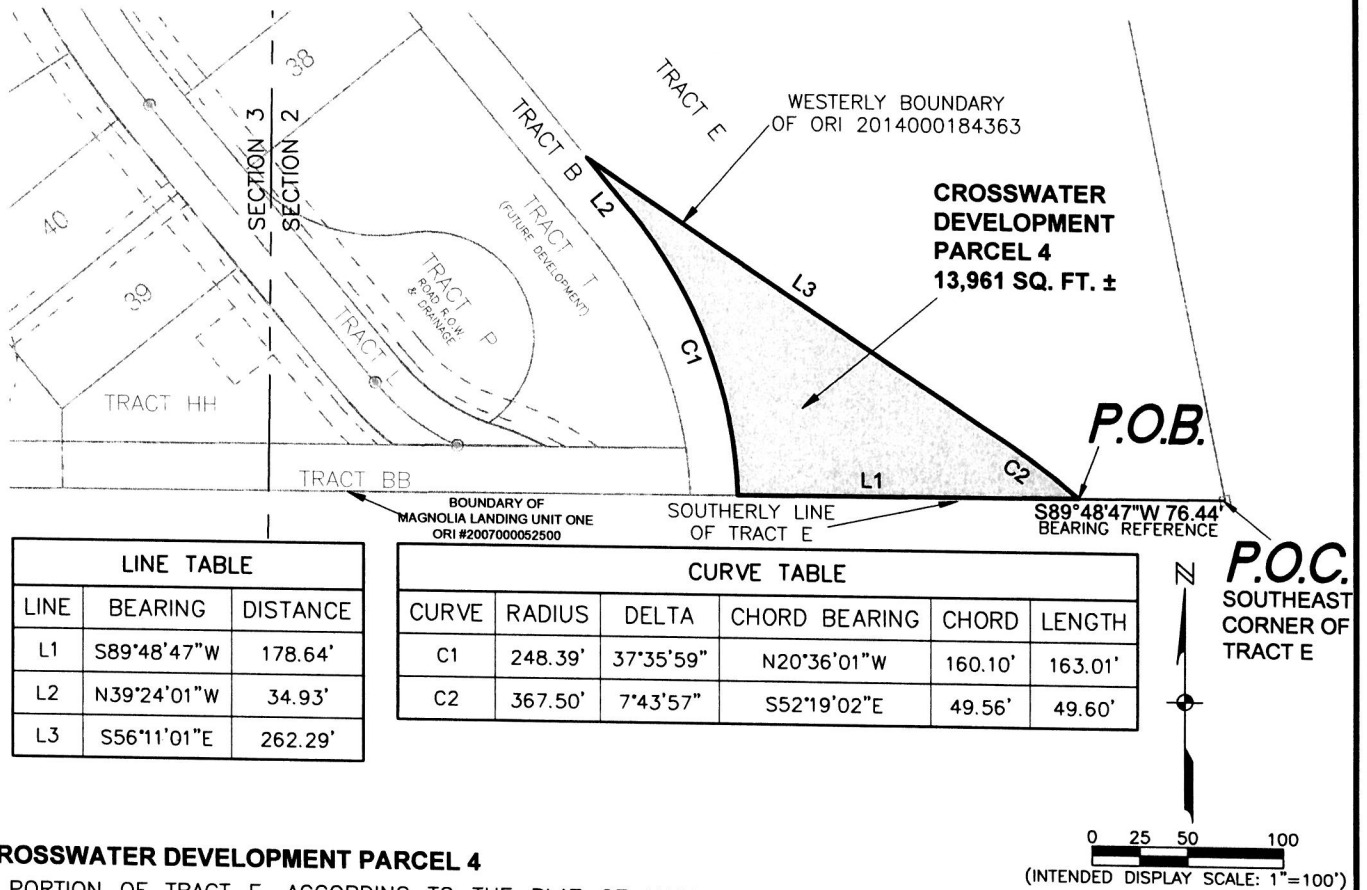
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

**SKETCH AND DESCRIPTION
CROSSWATER DEVELOPMENT PARCEL 3**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/16	20087433-008	2-43-24	AS SHOWN	1 OF 1

\\FTMS01\proj-fms\20087433-008\Surveying\Sketches\20087433-008-Crosswater Development Parcel 3.dwg (1-COVER) MDH Jun 06, 2016 - 10:57am

**CROSSWATER DEVELOPMENT PARCEL 4
SECTION 2, TOWNSHIP 43 SOUTH,
RANGE 24 EAST, LEE COUNTY, FLORIDA
(NOT SURVEYED)**



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°48'47"W	178.64'
L2	N39°24'01"W	34.93'
L3	S56°11'01"E	262.29'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	248.39'	37°35'59"	N20°36'01"W	160.10'	163.01'
C2	367.50'	7°43'57"	S52°19'02"E	49.56'	49.60'

CROSSWATER DEVELOPMENT PARCEL 4

A PORTION OF TRACT E, ACCORDING TO THE PLAT OF MAGNOLIA LANDING, UNIT ONE, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT 2007000052500, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID PARCEL ALSO LYING IN SECTION 2, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT E; THENCE, ALONG THE BOUNDARY OF SAID PLAT OF MAGNOLIA LANDING, UNIT ONE, S89°48'47"W, A DISTANCE OF 76.44 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUE, ALONG SAID BOUNDARY S89°48'47"W, A DISTANCE OF 178.64 FEET; THENCE, ALONG THE WESTERLY BOUNDARY OF THE AFOREMENTIONED TRACT E FOR THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 248.39 FEET, A DELTA ANGLE OF 37°35'59", A CHORD BEARING OF N20°36'01"W, AND A CHORD DISTANCE OF 160.10 FEET, FOR AN ARC DISTANCE OF 163.01 FEET;
2. N39°24'01"W, A DISTANCE OF 34.93 FEET;

THENCE, ALONG THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2014000184363 OF THE AFOREMENTIONED PUBLIC RECORDS FOR THE FOLLOWING TWO (2) COURSES:

1. S56°11'01"E, A DISTANCE OF 262.29 FEET;
2. SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 367.50 FEET, A DELTA ANGLE OF 07°43'57", A CHORD BEARING OF S52°19'02"E, AND A CHORD DISTANCE OF 49.56 FEET, FOR AN ARC DISTANCE OF 49.60 FEET

TO THE **POINT OF BEGINNING**.

CONTAINING 13,961 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN ARE BASED ON THE SOUTHERLY LINE OF TRACT E, MAGNOLIA LANDING, UNIT 1, BEING S89°48'47"W.
3. POC = POINT OF COMMENCEMENT
4. POB = POINT OF BEGINNING
5. ORI = OFFICIAL RECORDS INSTRUMENT

NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

[Signature]
MARK D. HAINES (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5312

DATE SIGNED: 6/16/16

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

\\FTMS01\proj-fms\20087433-008\Surveying\Sketches\20087433-008-Crosswater Development Parcel 4.dwg (1-COVER) MDH Jun 06, 2016 - 10:59am

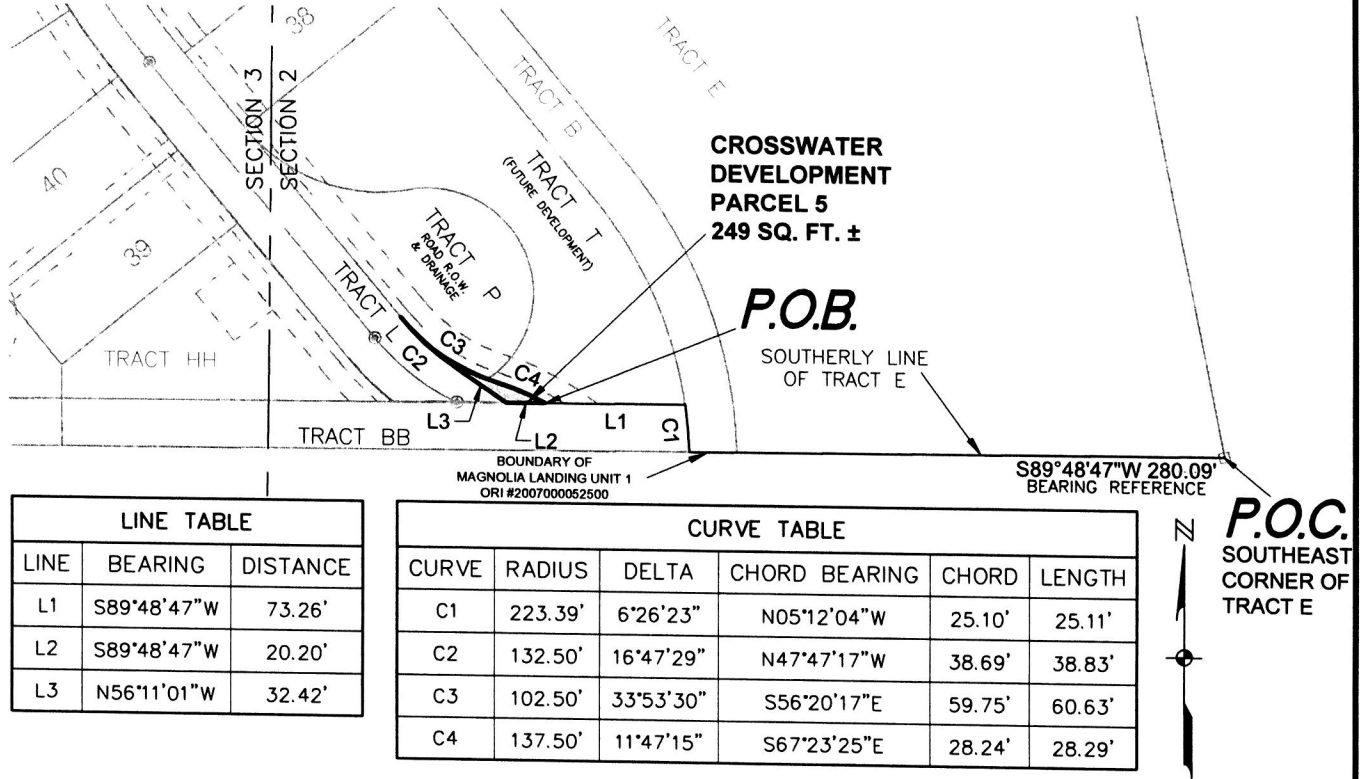


2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

**SKETCH AND DESCRIPTION
CROSSWATER DEVELOPMENT PARCEL 4**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/31/16	20087433-008	2-43-24	AS SHOWN	1 OF 1

**CROSSWATER DEVELOPMENT PARCEL 5
SECTION 2, TOWNSHIP 43 SOUTH,
RANGE 24 EAST, LEE COUNTY, FLORIDA
(NOT SURVEYED)**



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°48'47"W	73.26'
L2	S89°48'47"W	20.20'
L3	N56°11'01"W	32.42'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	223.39'	6°26'23"	N05°12'04"W	25.10'	25.11'
C2	132.50'	16°47'29"	N47°47'17"W	38.69'	38.83'
C3	102.50'	33°53'30"	S56°20'17"E	59.75'	60.63'
C4	137.50'	11°47'15"	S67°23'25"E	28.24'	28.29'

S89°48'47"W 280.09'
BEARING REFERENCE

0 25 50 100
(INTENDED DISPLAY SCALE: 1"=100')

CROSSWATER DEVELOPMENT PARCEL 5

A PORTION OF TRACT L, ACCORDING TO THE PLAT OF MAGNOLIA LANDING, UNIT ONE, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT 2007000052500, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID PARCEL ALSO LYING IN SECTION 2, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT E, ACCORDING TO SAID PLAT OF MAGNOLIA LANDING, UNIT ONE; THENCE, ALONG THE BOUNDARY SAID PLAT, S89°48'47"W, A DISTANCE OF 280.09 FEET; THENCE, ALONG THE BOUNDARY OF TRACT BB, ACCORDING TO SAID PLAT OF MAGNOLIA LANDING, UNIT ONE, FOR THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 223.39 FEET, A DELTA ANGLE OF 06°26'23", A CHORD BEARING OF N05°12'04"W, AND A CHORD DISTANCE OF 25.10 FEET, FOR AN ARC DISTANCE OF 25.11 FEET
2. S89°48'47"W, A DISTANCE OF 73.26 FEET

TO THE **POINT OF BEGINNING**; THENCE, CONTINUE, ALONG THE BOUNDARY OF SAID TRACT BB, S89°48'47"W, A DISTANCE OF 20.20 FEET; THENCE N56°11'01"W, A DISTANCE OF 32.42 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 132.50 FEET, A DELTA ANGLE OF 16°47'29", A CHORD BEARING OF N47°47'17"W, AND A CHORD DISTANCE OF 38.69 FEET, FOR AN ARC DISTANCE OF 38.83 FEET;

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 102.50 FEET, A DELTA ANGLE OF 33°53'30", A CHORD BEARING OF S56°20'17"E, AND A CHORD DISTANCE OF 59.75 FEET, FOR AN ARC DISTANCE OF 60.63 FEET;
2. ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING: A RADIUS OF 137.50 FEET, A DELTA ANGLE OF 11°47'15", A CHORD BEARING OF S67°23'25"E, AND A CHORD DISTANCE OF 28.24 FEET, FOR AN ARC DISTANCE OF 28.29 FEET

TO THE **POINT OF BEGINNING**.

CONTAINING 249 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN ARE BASED ON THE SOUTHERLY LINE OF TRACT E, MAGNOLIA LANDING, UNIT 1, BEING S89°48'47"W.
3. POC = POINT OF COMMENCEMENT
4. POB = POINT OF BEGINNING
5. ORI = OFFICIAL RECORDS INSTRUMENT

NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

MARK D. HAINES (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5312

DATE SIGNED: 5/16/16

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

**SKETCH AND DESCRIPTION
CROSSWATER DEVELOPMENT PARCEL 5**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/31/16	20087433-008	2-43-24	AS SHOWN	1 OF 1

\\FTMS01\proj-fms\20087433-008\Surveying\Sketches\20087433-008-Crosswater Development Parcel 5.dwg (1-COVER) MDH Jun 06, 2016 - 11:04am

Tab 8

This instrument was prepared by, and upon recording, should be returned to:

Jason Merritt
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“**Easement**”) is made and entered into this _____ day of _____, 2016, by and between:

Maxcy Development Group Holdings - CFM, Inc., a Florida corporation, and the owner of certain lands within Lee County, Florida (“**Grantor**”); and

CFM Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Lee County, Florida (the “**District**” or “**Grantee**”).

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, surface water management systems, potable water distribution, wastewater collection, and reuse facilities, roadways, landscaping, parks, and recreational facilities and uses within the boundaries of the District; and

WHEREAS, the District has agreed to maintain certain improvements including, without limitation, a roadway together with associated paving and curbs and gutters (the “**Improvements**”); and

WHEREAS, Grantor is the owner of certain lands lying within the boundaries of the District located in Lee County, Florida; and

WHEREAS, Grantor desires to bargain, sell and convey, to Grantee a perpetual, non-exclusive easement over, under and across all that portion of Grantor’s property described on **Exhibit A** attached hereto (the “**Easement Areas**”), for purposes of granting Grantee vehicular and pedestrian ingress and egress access over and across the Easement Areas and for the

construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Improvements, all on the terms and subject to the conditions set forth below; and

WHEREAS, Grantor and Grantee acknowledge that use of the Easement Areas is necessary for Grantee to carry out its essential purpose.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement. Grantor and Grantor's successors and assigns, and all present and future owners, tenants, guests, licensees and invitees of the Grantor's Property are referred to herein as "Grantor". Grantee and Grantee's successors and assigns, and all present and future owners, tenants, guests, licensees and invitees of the Grantee's Property are referred to herein as "Grantee".

2. GRANT OF EASEMENT; OPERATION AND MAINTENANCE. Grantor hereby bargains, sells and conveys to the District, in perpetuity, a non-exclusive easement over, upon, under, through, and across the Easement Areas for the purposes of (a) vehicular and pedestrian ingress and egress, and (b) for the construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Improvements to have and to hold the same unto the District, its successors and assigns forever (the "**Easement**"). Grantor acknowledges and consents to the use of the Improvements by the public.

3. MAINTENANCE, REPAIR AND DAMAGE.

(a) Any construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Improvements and all costs and expenses associated therewith shall be the responsibility of the District and shall be performed in a good and workmanlike manner by contractors licensed in the State of Florida and in compliance with all applicable laws, codes, ordinances, rules, regulations and restrictions.

(b) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Areas, or causes damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Areas or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee.

(c) In the event that Grantor, its respective employees, agents, assignees or contractors, cause damage to the Improvements located within the Easement Areas, Grantor, at Grantor's sole cost and expense, agrees to commence and diligently pursue the restoration of the Improvements so damaged to as nearly as practical to the original condition and grade within

thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantor shall allow no lien to attach to the Easement Area or any Improvements located thereon arising out of work performed by, for, or on behalf of Grantor.

4. LIENS. Grantee shall keep the Easement Area and Grantor's other property free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for Grantee. If any lien or encumbrance is filed against the Easement Area or Grantor's other property as a result of any action by Grantee, Grantee shall discharge same of record by payment or bonding off the lien within fifteen (15) days after receipt of actual notice of the filing thereof.

5. INDEMNIFICATION.

(a) Grantor agrees to indemnify and hold the District harmless from and against any and all actual damages, losses or claims, including but not limited to reasonable legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Areas by Grantor, its agents, employees or independent contractors, other than those caused by or resulting from the negligence or intentional misconduct of Grantee.

(b) To the extent allowed by law, the District agrees to indemnify and hold Grantor harmless from and against any and all actual damages, losses or claims, including but not limited to reasonable legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the exercise of its rights under this Easement or in the use of the Easement Areas by the District, their agents, or employees or independent contractors, other than those caused by or resulting from the negligence or intentional misconduct of Grantor.

(c) Grantor agrees that nothing contained in this Easement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

6. DEFAULT. A default by any party under this Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. In no event may either party seek and the parties hereby waive the right to seek consequential, punitive and exemplary damages against the other party.

7. INCONSISTENT USE. Absent the consent of Grantee, which shall not be unreasonably delayed, conditioned or withheld, Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Areas inconsistent with, or which interfere with, the rights herein accorded to the Grantee. Provided however, the parties acknowledge that the mutual grant of rights by the parties permitting the construction of roadway improvements within the Easement Areas shall not constitute a violation of this provision.

8. ENFORCEMENT OF AGREEMENT. In the event that either the District or Grantor seeks to enforce this Easement by court proceedings or otherwise, then the prevailing party shall

be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

9. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To the Developer: Maxcy Development Group Holdings – CFM, Inc.
5020 W. Linebaugh Avenue, Suite 250
Tampa, Florida 33624
Attn: Harry Lerner

To the District: CFM Community Development District
9530 Marketplace Road, Suite 206
Ft. Myers, Florida 33912
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Michael C. Eckert

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantor may deliver Notice on behalf of the District and Grantor, respectively.

10. THIRD PARTIES. Subject to the provisions of Section 2 above, this Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Subject to the provisions of Section 2 above, nothing in this Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Easement against any interfering third party. Nothing contained in this Easement shall limit or impair the District's right to protect its rights from interference by a third party.

11. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its rights under this Easement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

12. CONTROLLING LAW. This Easement shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement are public records and are to be treated as such in accordance with Florida law.

14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

15. BINDING EFFECT. This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

16. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by all parties hereto.

18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

19. NO WAIVER. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Easement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such

counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MAXCY DEVELOPMENT GROUP HOLDINGS – CFM, INC., a Florida corporation

David Jae
(Signature)

David Jae
(Print Name)

Michael Daby
(Signature)

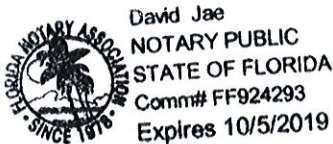
MICHAEL DABY
(Print Name)

Harry Lerner
By: Harry Lerner

Title: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5 day of December, 2016, by Harry Lerner as President of Maxcy Development Group Holdings – CFM, Inc., a Florida corporation, on its behalf. He [x] is personally known to me, or [] has produced known as identification.

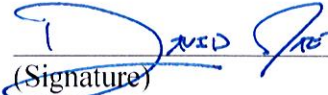


David Jae
Notary Public

Signed, sealed and delivered
in the presence of:

CFM COMMUNITY DEVELOPMENT DISTRICT


Michael Dady
Chairman, Board of Supervisors



(Signature)
David Jae

(Print Name)




(Signature)
Leah Popelka

(Print Name)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5 day of December, 2016, by Michael Dady, as Chairman of the Board of Supervisors of the **CFM Community Development District**, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He [] is personally known to me, or [] has produced known as identification.

 David Jae
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF924293
Expires 10/5/2019



Notary Public

EXHIBIT A

[See attached]

SKETCH & DESCRIPTION

MAGNOLIA LANDINGS - LAKEVILLE CONNECTOR ACCESS EASEMENT

SECTION 4, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

A PARCEL OF LAND LYING WITHIN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 6, SECTION NO. 1 - UNIT NO. 1 LAKEVILLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 48, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N89°48'47"E, ON THE SOUTH LINE OF SAID BLOCK 6, A DISTANCE OF 31.70 FEET TO THE **POINT OF BEGINNING**, THENCE CONTINUE ON SAID SOUTH LINE OF BLOCK 6, N89°48'47"E, A DISTANCE OF 23.81 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 95.00 FEET, A DELTA ANGLE OF 33°49'56", A CHORD BEARING OF S36°18'07"W, AND A CHORD DISTANCE OF 55.28 FEET, FOR AN ARC DISTANCE OF 56.10 FEET; THENCE S53°13'04"W, A DISTANCE OF 15.36 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 72.00 FEET, A DELTA ANGLE OF 36°46'56", A CHORD BEARING OF S71°36'32"W, AND A CHORD DISTANCE OF 45.43 FEET, FOR AN ARC DISTANCE OF 46.22 FEET; THENCE N90°00'00"W, A DISTANCE OF 97.71 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 89.00 FEET, A DELTA ANGLE OF 25°05'32", A CHORD BEARING OF S77°27'14"W, AND A CHORD DISTANCE OF 38.67 FEET, FOR AN ARC DISTANCE OF 38.98 FEET; THENCE S64°54'28"W, A DISTANCE OF 38.35 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 39.00 FEET, A DELTA ANGLE OF 57°52'12", A CHORD BEARING OF S35°58'22"W, AND A CHORD DISTANCE OF 37.74 FEET, FOR AN ARC DISTANCE OF 39.39 FEET; THENCE S07°02'16"W, A DISTANCE OF 5.16 FEET TO THE NORTH BOUNDARY OF LAND SWAP PARCEL 7, AS RECORDED IN INSTRUMENT NUMBER 2008000291948, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ON SAID NORTH BOUNDARY FOR THE FOLLOWING THREE (3) CALLS:

1. SOUTHWESTERLY ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 14°55'28", A CHORD BEARING OF S39°26'01"W, AND A CHORD DISTANCE OF 25.97 FEET, FOR AN ARC DISTANCE OF 26.05 FEET;
2. S31°58'18"W, A DISTANCE OF 2.24 FEET;
3. SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 90.00 FEET, A DELTA ANGLE OF 08°05'26", A CHORD BEARING OF S36°01'01"W, AND A CHORD DISTANCE OF 12.70 FEET, FOR AN ARC DISTANCE OF 12.71 FEET;

THENCE LEAVING SAID NORTH BOUNDARY, NORTHERLY ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 77.00 FEET, A DELTA ANGLE OF 09°11'00", A CHORD BEARING OF N02°26'46"E, AND A CHORD DISTANCE OF 12.33 FEET, FOR AN ARC DISTANCE OF 12.34 FEET; THENCE N07°02'16"E, A DISTANCE OF 27.94 FEET, THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 61.00 FEET, A DELTA ANGLE OF 57°52'12", A CHORD BEARING OF N35°58'22"E, AND A CHORD DISTANCE OF 59.03 FEET, FOR AN ARC DISTANCE OF 61.61 FEET; THENCE N64°54'28"E, A DISTANCE OF 38.35 FEET; THENCE EASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 111.00 FEET, A DELTA ANGLE OF 25°05'32", A CHORD BEARING OF N77°27'14"E, AND A CHORD DISTANCE OF 48.22 FEET, FOR AN ARC DISTANCE OF 48.61 FEET; THENCE N90°00'00"E, A DISTANCE OF 97.71 FEET; THENCE EASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 36°46'56", A CHORD BEARING OF N71°36'32"E, AND A CHORD DISTANCE OF 31.55 FEET, FOR AN ARC DISTANCE OF 32.10 FEET; THENCE N53°13'04"E, A DISTANCE OF 15.36 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 73.00 FEET, A DELTA ANGLE OF 27°33'30", A CHORD BEARING OF N39°26'19"E, AND A CHORD DISTANCE OF 34.77 FEET, FOR AN ARC DISTANCE OF 35.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,759 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

M. D. Haines
 MARK D. HAINES (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 8312

DATE SIGNED: 10/26/16

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA WEST, WHEREIN THE SOUTH LINE OF BLOCK 6, OF UNIT 1, SECTION 1, LAKEVILLE SUBDIVISION BEARS N89°48'47"E.
2. SEE SKETCH ON SHEET 2.
3. STRAP NUMBERS AND PARCEL LINES SHOWN HEREON WERE TAKEN FROM 2016 LEE COUNTY GEOGRAPHIC INFORMATION SYSTEM.
4. POB = POINT OF BEGINNING
5. POC = POINT OF COMMENCEMENT
6. PID = PARCEL IDENTIFICATION NUMBER
7. ORB = OFFICIAL RECORDS BOOK/PAGE
8. ORI = OFFICIAL RECORDS INSTRUMENT
9. NOT VALID UNLESS ACCOMPANIED BY ALL SHEETS IN SET.

\\FIMS01\proj-rms\20087433-008\Surveying\Sketches\20087433-008-LAKEVILLE CONNECTOR ACCESS EASEMENT.dwg (-DESCRIPTION) rfd Oct 26, 2016 1:18pm

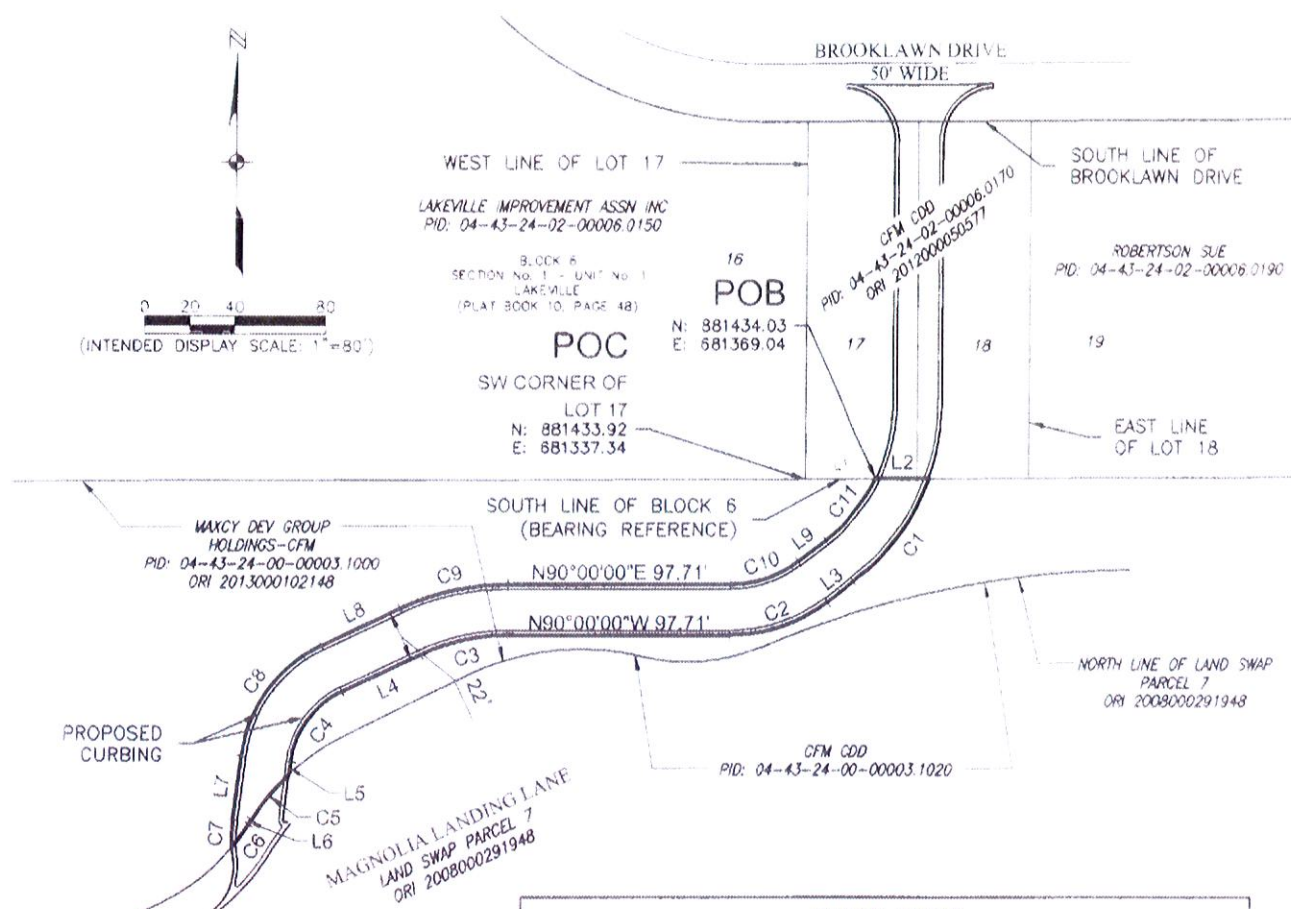
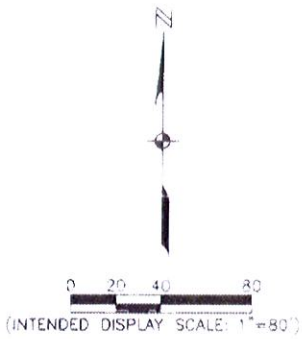


2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

DESCRIPTION OF MAGNOLIA LANDING
 LAKEVILLE CONNECTOR ACCESS EASEMENT
 LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/26/16	20087433-008	4-43-24	NOT SHOWN	1 OF 2

SKETCH OF DESCRIPTION



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°48'47"E	31.70'
L2	N89°48'47"E	23.81'
L3	S53°13'04"W	15.36'
L4	S64°54'28"W	38.35'
L5	S07°02'16"W	5.16'
L6	S31°58'18"W	2.24'
L7	N07°02'16"E	27.94'
L8	N64°54'28"E	38.35'
L9	N53°13'04"E	15.36'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	95.00'	33°49'56"	S36°18'07"W	55.28'	56.10'
C2	72.00'	36°46'56"	S71°36'32"W	45.43'	46.22'
C3	89.00'	25°05'32"	S77°27'14"W	38.67'	38.98'
C4	39.00'	57°52'12"	S35°58'22"W	37.74'	39.39'
C5	100.00'	14°55'28"	S39°26'01"W	25.97'	26.05'
C6	90.00'	8°05'26"	S36°01'01"W	12.70'	12.71'
C7	77.00'	9°11'00"	N02°26'46"E	12.33'	12.34'
C8	61.00'	57°52'12"	N35°58'22"E	59.03'	61.61'
C9	111.00'	25°05'32"	N77°27'14"E	48.22'	48.61'
C10	50.00'	36°46'56"	N71°36'32"E	31.55'	32.10'
C11	73.00'	27°33'30"	N39°26'19"E	34.77'	35.11'

THIS IS NOT A SURVEY.

NOT VALID UNLESS ACCOMPANIED BY ALL SHEETS IN SET.

JOHNSON
ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0048
FAX: (239) 334-3661
E.B. #642 & L.B. #642

DESCRIPTION OF MAGNOLIA LANDING
LAKEVILLE CONNECTOR ACCESS EASEMENT
LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/26/15	20087433-008	4-43-24	AS SHOWN	2 OF 2

\\VTMS01\proj-rms\20087433-008\LAKEVILLE CONNECTOR ACCESS EASEMENT.dwg (2-SKETCH) rgs Oct 26, 2016 1:13pm

Tab 9

CFM Community Development District
Request for Proposal
2016 Mitigation
Initial Exotic and Nuisance Species Eradication
SFWMD and USACOE

October, 2016

Prepared by:



David Robson, P.E.
251 West Hickpochee Avenue
LaBelle, Florida 33935
(863) 612-0594
EB 642

Request For Proposal

The CFM Community Development District is seeking proposals for initial exotic and nuisance species eradication. The proposals need to meet the Scope and Bid Schedule (see separate combined Bid Schedule) in the Magnolia Landing SFWMD Mitigation Technical Specifications and the Magnolia Landing USACOE Mitigation Technical Specifications. Attachment 1 in both Technical Specifications documents indicates the mitigation areas.

CFM Community Development District includes the residential development called Magnolia Landing. The entrance to Magnolia Landing is located on Rt 41 in north Lee County near the Lee/Charlotte county line.

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

David Robson, P.E.
Johnson Engineering, Inc.
251 West Hickpochee Ave
LaBelle, FL 33935
drobson@johnsoneng.com

Questions regarding the Request For Proposal should be directed to David Robson via email or phone at 863-612-4056.

**MAGNOLIA LANDING
SFWMD MITIGATION
TECHNICAL SPECIFICATIONS**

**MAGNOLIA LANDING
SFWMD MITIGATION SPECIFICATIONS**

Initial Exotic and Nuisance Species Eradication

The scope of work shall consist of the complete eradication of exotic and nuisance vegetative species within 269.29 acres. The 269.29 acres includes 259.11 acres of uplands and wetlands that qualified as mitigation credits, 5.31 acres of upland buffer and 4.87 acres within a Lee County Cooperative Easement (LCEC). See **Sheet C-07 in Attachment 1** for the 4.87-acre LCEC area. Control of the exotic and nuisance species is required as part of the South Florida Water Management District (SFWMD) permit (Permit No. 36-01396-S-05, Appl. No. 060718-4). The 259.11 acres which qualified as mitigation credits includes a combination of the following types of mitigation (see **Sheet C-08 in Attachment 1**):

- ±133.11 acres of wetland enhancement
- ±76.15 acres of wetland preservation
- ±16.36 acres of upland enhancement
- ±33.49 acres of upland preservation

The 5.31 acres of upland buffer includes the following types of mitigation:

- ±3.55 acres of upland enhancement
- ±1.76 acres of upland preservation

The 4.87-acre LCEC area include the following types of mitigation:

- ±2.76 acres of wetland enhancement
- ±2.11 acres of wetland preservation

Removal of invasive exotic species will occur in all upland and wetland mitigation areas. The primary exotic occurrence within the mitigation areas is melaleuca (*Melaleuca quinquenervia*), and common reed (*Phragmites australis*) within the freshwater areas. The most current version of Florida Exotic Pest Plant Council's (FLEPPC) list of Category I & II invasive species will be used for the purpose of determining what species must be removed from the mitigation areas. Listed invasive and exotic plants within the mitigation areas will either be treated in place, hand harvested, mechanically removed or stockpiled in accordance to SFWMD standards, with remaining stumps treated with an appropriate EPA-approved herbicide.

Herbicide applications will be overseen by a state-licensed professional herbicide applicator and conducted utilizing only EPA-approved herbicides. Please note the use of Arsenal will be prohibited. Indicator dye will be added to all herbicide mixtures which do not already contain the dye. Herbicides will be applied as identified by label specifications and will be appropriate to the exotic vegetation for which they are intended. Herbicides and the treatment methods will comply with approved methodologies, taking into account weather conditions at time of treatment to minimize non-target damage. When listed invasive exotic vegetation is removed, but the base of vegetation remains, the base will be treated with an EPA approved herbicide with a visual tracer dye applied.

Contractor shall provide the CM copies of all labels on the actual herbicide containers utilized on this project prior to commencement of work. The exotic/nuisance species eradication areas shall be subject to inspection at any time by the CM, local, state and federal agencies. On-site observations shall continue throughout the contract period.

Any and all restoration work that is required to be performed due to damage to native vegetation shall be conducted by the contractor at no additional cost to the Owner.

Method of Measurement

The contractor shall provide a marked up aerial of the treated areas along with a summary of the species treated and the results. The treated areas will be field inspected by the CM or his representative for verification prior to payment.

Basis of payment:

Item X-100-1

Initial Exotic and Nuisance Species Eradication: Per Acre (Acre)

Mechanical Harvesting

Mechanical eradication may be utilized in forested areas where exotic vegetation exceeds 50% cover. Mechanical clearing limits will be flagged in the field by a biologist through a separate contract. Areas that contain native vegetation will be selectively cleared. Equipment will either have low tire pressure or will be tracked. Areas mechanically cleared of exotics will be re-contoured to natural grade if necessary. Mechanical work will be conducted only during time of dry soil conditions to minimize ground disturbance. Mechanical clearing limits may vary as a result of soil conditions or other limiting factors. Areas not accessible by mechanical equipment can be treated by a field crew with material either disposed in an approved location or stacked using SFWMD Best Management Practices

The contractor is to provide a detailed plan identifying the equipment, personnel and method of removal and disposal of the exotic/nuisance species. The total area to be harvested is approximately 128 acres (see **Sheet 5 in Attachment 1**). All harvested material shall be removed from mitigation areas and disposed in an approved location.

Method of Measurement: Contractor shall flag and provide GPS locations of the mechanical harvested areas and calculated acreage from GPS data to the CM. All areas shall be field reviewed by the CM or his representative for verification prior to payment.

Basis of payment:

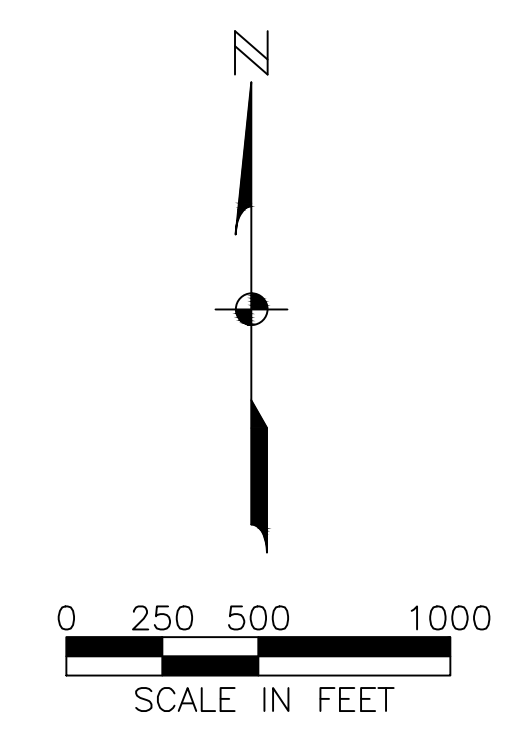
Item X-100-2

Mechanical Harvesting: Per Acre (Acre)

Item No.	Description	Unit	Est. Quan.	Change Order	Final Qty.
X-100-1	Initial Exotic and Nuisance Species Eradication	Acre	269.29		
X-100-2	Mechanical Harvesting	Acre	128.00		
Total:					

ATTACHMENT 1
SFWMD MITIGATION PLAN & MECHANICAL HARVEST
AREAS

DRAFT



Windham/
Magnolia Landing LLC

**MAGNOLIA LANDING
LEE COUNTY, FLORIDA**

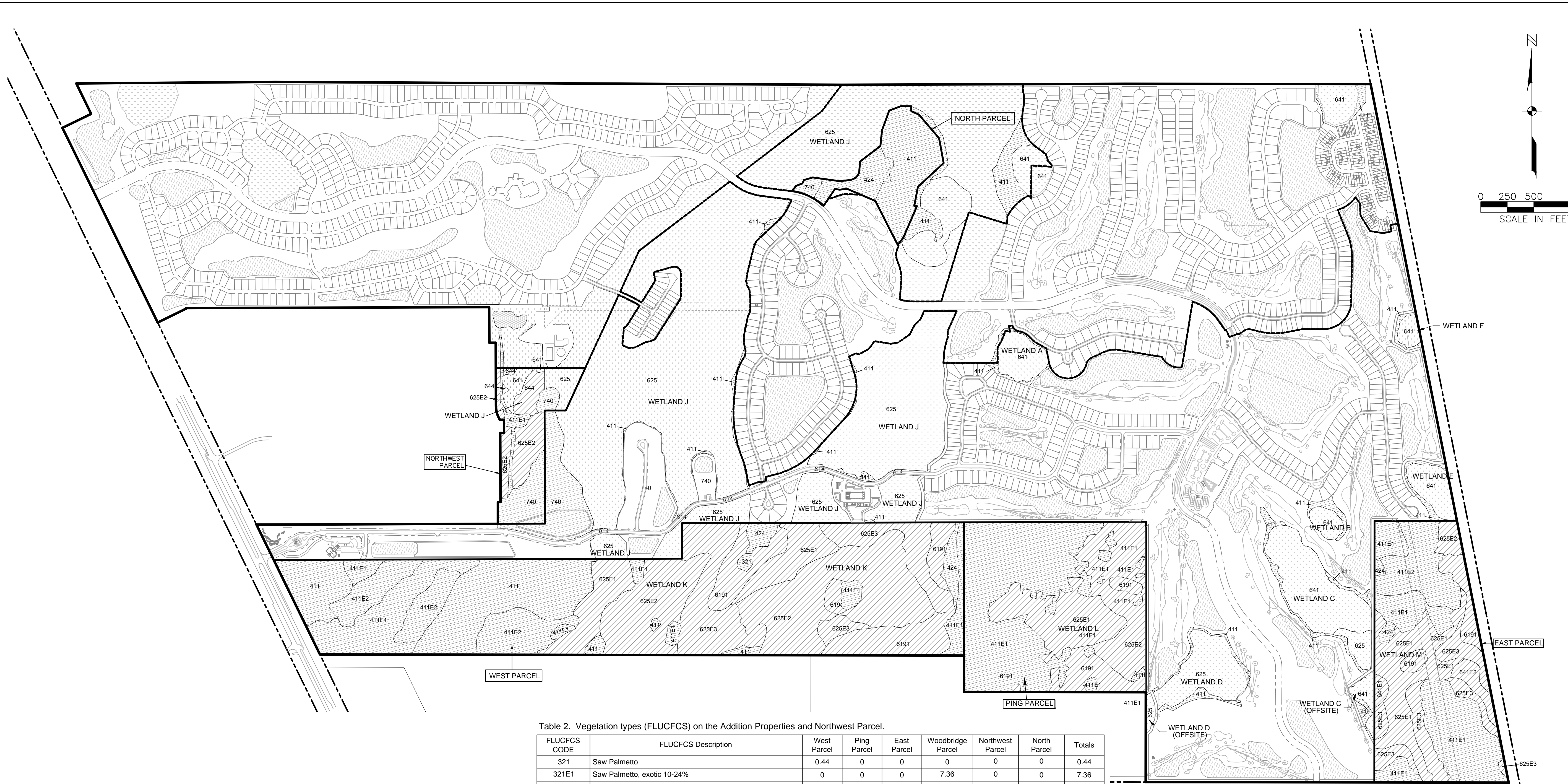


Table 1. Vegetation types (FLUCFCS) in Magnolia Landing Wetlands (f.k.a. Herons Glen Phase 2).

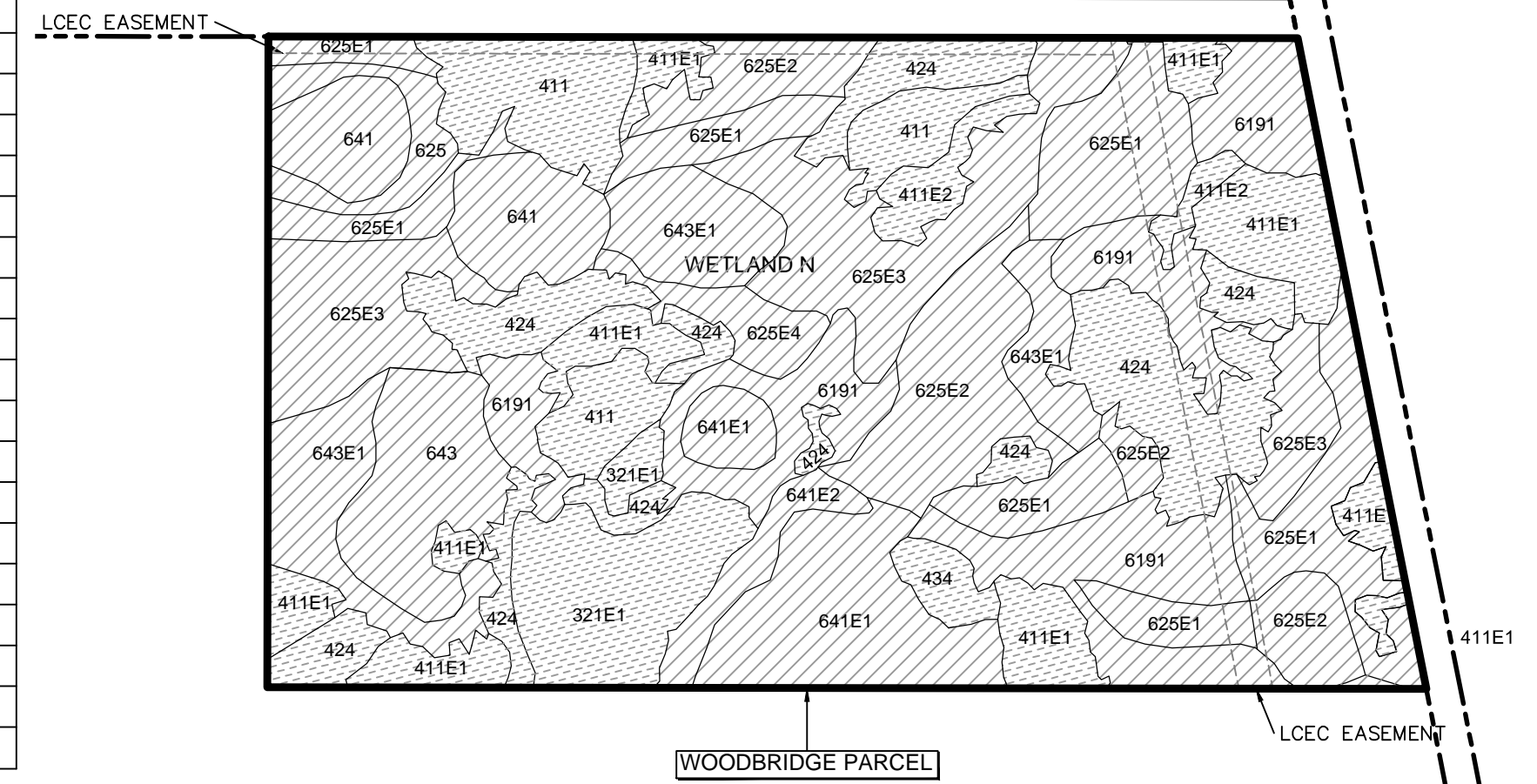
FLUCFCS CODE	Magnolia Landing Wetlands								J
	A	B	C	C (offsite)	D	D (offsite)	E	F	
625	0	0	1.69	0	8.00	0.60	0	0	159.81
625E1	0	0	0	0	0	0	0	0	0
625E2	0	0	0	0	0	0	0	0	0
625E3	0	0	0	0	0	0	0	0	0
641	3.04	1.59	11.75	1.43	0	0	3.52	1.20	8.38
644	0	0	0	0	0	0	0	0	0
411	1.72	0.77	2.02	0.51	1.58	0	0.48	0.43	5.98
TOTALS	4.76	2.36	15.46	1.94	9.58	0.60	4.00	1.63	174.17

- Notes:
1. Nomenclature and delineations as per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).
 2. FLUCFCS codes and delineations in Magnolia Landing wetlands obtained from WilsonMiller, Inc. FLUCFCS code 416H was modified to 625.
 3. Limits of wetlands A through J obtained from WilsonMiller, Inc.
 4. Limits of wetlands A through J approved by SFWMD through Permit No. 36-01396-S.
 5. There is no Wetland I.
 7. "C offsite" and "D offsite" are wetland areas within the property boundary but outside of the water management system.

Table 2. Vegetation types (FLUCFCS) on the Addition Properties and Northwest Parcel.

FLUCFCS CODE	FLUCFCS Description	West Parcel	Ping Parcel	East Parcel	Woodbridge Parcel	Northwest Parcel	North Parcel	Totals
321	Saw Palmetto	0.44	0	0	0	0	0	0.44
321E1	Saw Palmetto, exotic 10-24%	0	0	0	7.36	0	0	7.36
411	Pine Flatwoods, Palmetto understory	27.50	0	0	8.85	0	10.53	46.88
411E1	Pine Flatwoods, Palmetto understory, exotic 10-24%	17.69	33.08	19.38	11.78	1.38	0	83.31
411E2	Pine Flatwoods, Palmetto understory, exotic 25-49%	15.23	0	8.75	2.21	0	0	26.19
424	Melaleuca	3.00	0	0.81	15.77	0	3.47	23.05
434	Hardwood - Conifer Mixed	0	0	0	1.22	0	0	1.22
6191	Hydric Melaleuca	15.63	5.67	3.69	17.42	0	0	42.41
625	Hydric Pine Flatwoods	0	0	0	2.23	2.06	0	4.29
625E1	Hydric Pine Flatwoods, exotics 10-24%	12.72	11.18	11.85	17.04	0	0	52.79
625E2	Hydric Pine Flatwoods, exotics 25-49%	37.96	12.96	1.53	11.50	5.17	0	69.12
625E3	Hydric Pine Flatwoods, exotics 50-74%	20.77	0	9.07	16.14	0	0	45.98
625E4	Hydric Pine Flatwoods, exotics >75%	0	0	0	1.96	0	0	1.96
641	Freshwater Marsh	0	0	0	6.36	1.38	0	7.74
641E1	Freshwater Marsh, exotics 10-24%	0	0	0.71	8.73	0	0	9.44
641E2	Freshwater Marsh, exotics 25-49%	0	0	1.90	1.99	0	0	3.89
643	Wet Prairie	0	0	0	5.81	0	0	5.81
643E1	Wet Prairie, exotics 10-24%	0	0	0	9.97	0	0	9.97
644	Emergent Aquatic Vegetation	0	0	0	0	2.08	0	2.08
740	Cleared Land	0	0	0	0	5.12	0.93	6.05
TOTALS		150.94	62.89	57.69	146.34	17.19	14.93	449.98

- Notes:
1. Nomenclature and delineations as per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).
 2. FLUCFCS ground-truthed by Johnson Engineering, Inc. FLUCFCS acreages estimated from a November 2002 Florida digital aerial photograph and are approximate.
 3. Wetland limits delineated and GPS-located (sub-meter accuracy) by Johnson Engineering, Inc.
 4. Wetland limits on the Northwest Parcel obtained from Wilson Miller and were field-verified by South Florida Water Management District (SFWMD) (November 1999) and approved January 3, 2000.
 5. Wetland limits on the West and East Parcels field-verified by South Florida Water Management District (SFWMD) (May and June 2004) and approved December 16, 2004.
 6. Wetland limits on the Ping Parcel and Woodbridge Parcel field-verified and approved by SFWMD on September 29, 2006.



- LEGEND**
- Magnolia Landing (f.k.a. Herons Glen Phase 2) Wetlands
 - Herons Glen Wetlands
 - Addition Parcel and Northwest Parcel Wetlands (inclusive of 4.87 ac. in the LCEC easement)
 - Addition Parcel, Northwest Parcel and North Parcel Uplands
 - Limits of LCEC Easement (East Parcel and Woodridge Parcel Only)

REVISIONS

NO.	DESCRIPTION	DATE
5	REVISED PER SITE CHANGES	MAY 08
6	REVISED PER SFWMD COMMENTS	JAN 09
9	REVISED PER SFWMD COMMENTS	SEP 14

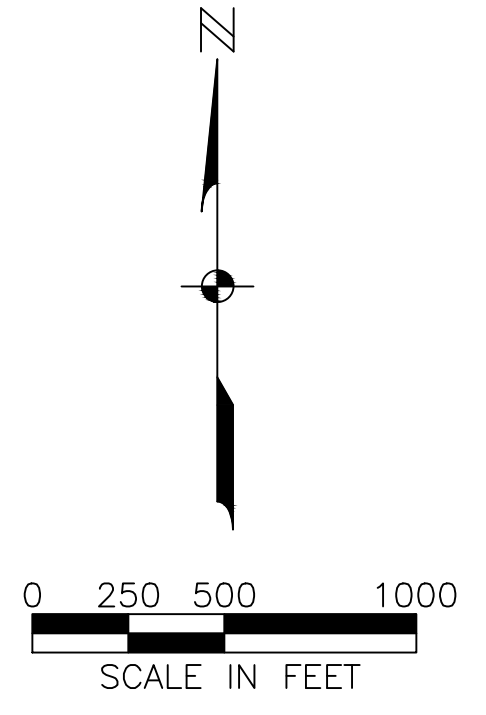
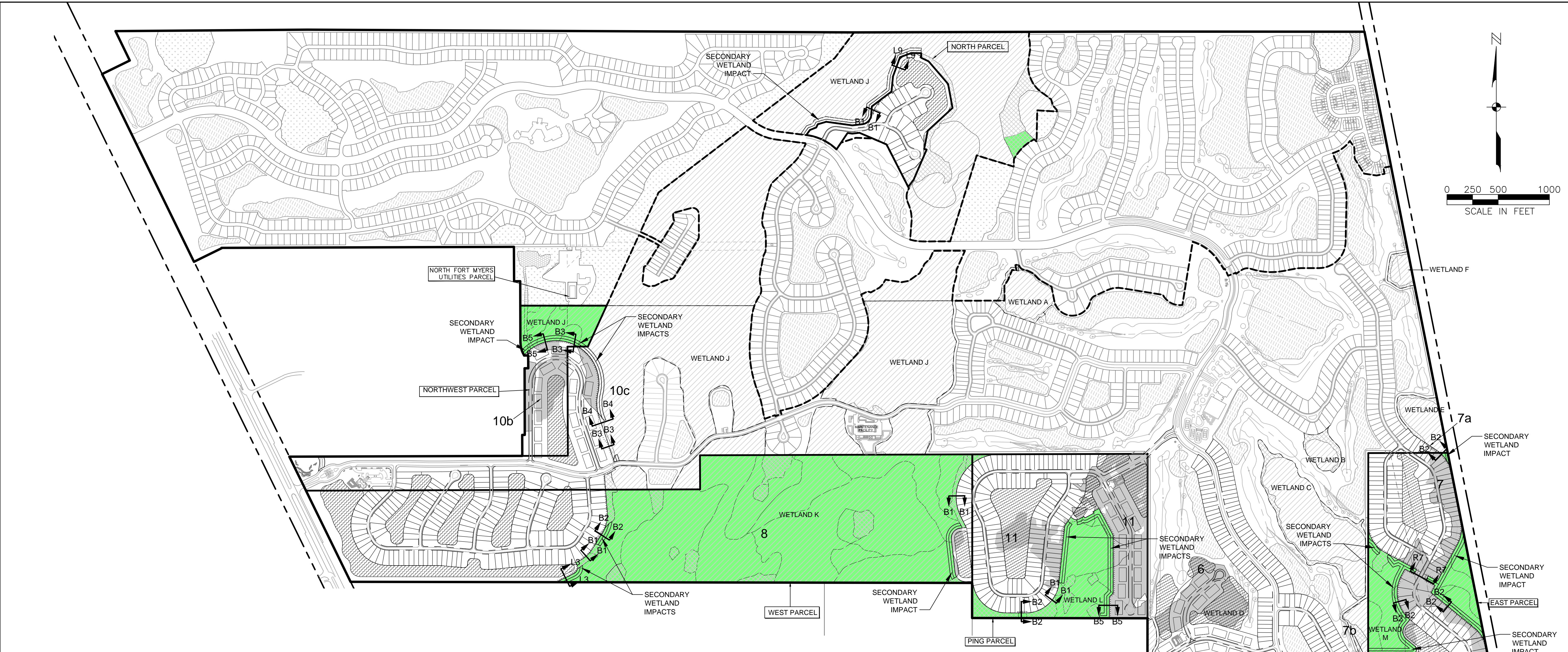
DATE: MAY, 2008
 PROJECT NO. 20087433
 FILE NO. 2,3,4,10,11-43-24
 SCALE: 1" = 500'

**EXISTING SITE
CONDITIONS /
WETLAND AND
FLUCFCS MAP**

SHEET NUMBER
C-07

NO.	DESCRIPTION	DATE
5	REVISED PER SITE CHANGES	MAY 08
6	REVISED PER SFWMD COMMENTS	JAN 09
8	REVISED PROJECT BOUNDARY	MAY 14
9	REVISED PER SFWMD COMMENTS	SEP 14

DATE: MAY, 2008
PROJECT NO. 20087433
FILE NO. 2,3,4,10,11-43-24
SCALE: 1" = 500'

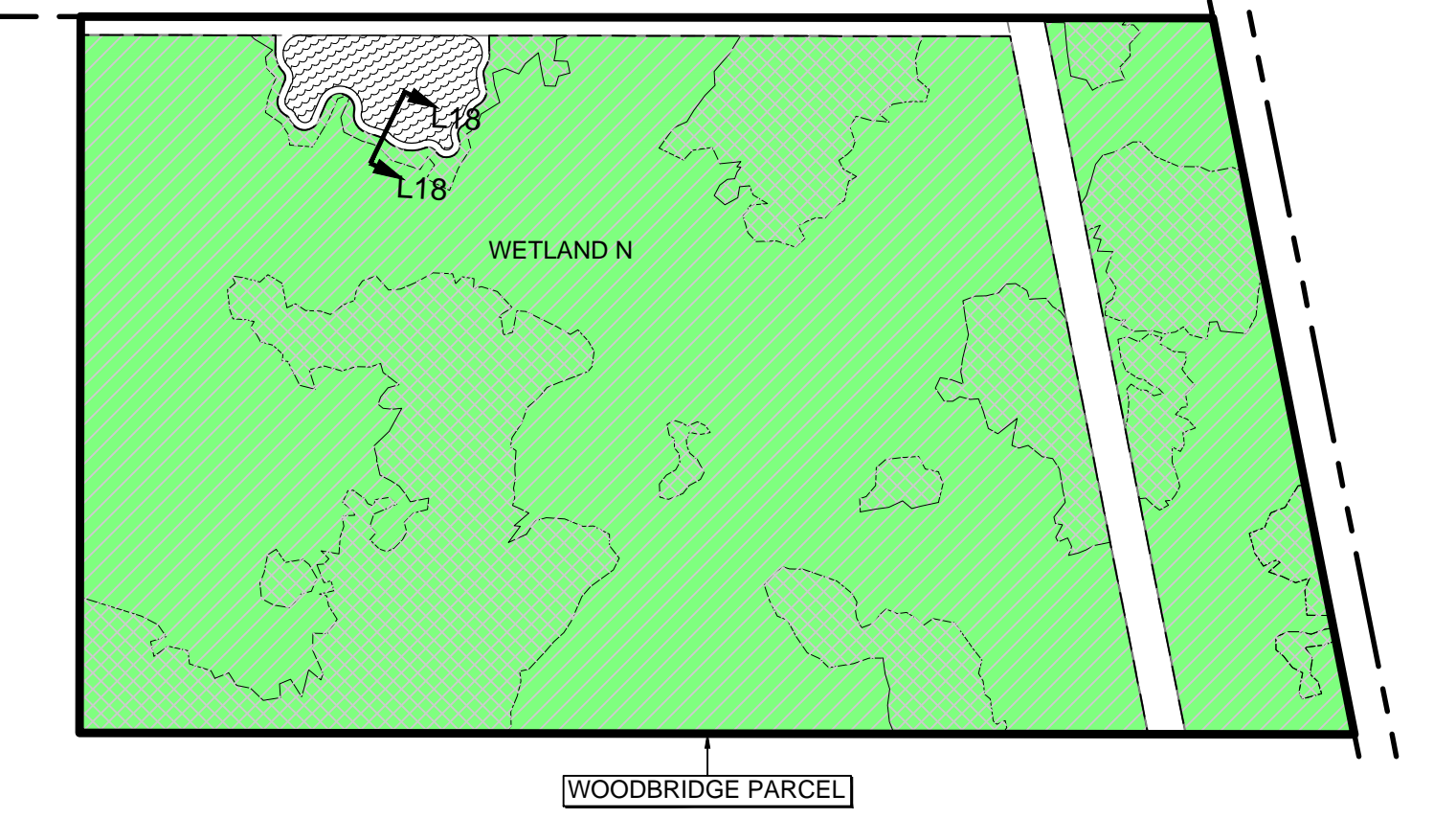


FLUCFCS Code	FLUCFCS Description	Wetland ID	West Parcel	East Parcel	North Parcel	Ping Parcel	Northwest Parcel	Woodbridge Parcel	Grand Total
			K	M	J	L	J	N	
Uplands									
321	Saw Palmetto		0.44	0	0	0	0	0	0.44
321E1	Saw Palmetto, exotics 10-24%		0	0	0	0	0	7.36	7.36
411	Pine Flatwoods, palmetto understory		1.63	0	0.50	0	0	4.87	7.00
411E1	Pine Flatwoods, palmetto exotics 10-24%		2.59	0.45	0	2.73	0.25	11.45	17.47
411E2	Pine Flatwoods, palmetto understory, exotics 25-49%		0.12	0	0	0	0	2.01	2.13
424	Metaleuca		1.73	0.45	0	0	0	14.39	16.57
434	Hardwood-Conifer mixed (Oak-Slash Pine)		0	0	0	0	0	1.22	1.22
740	Cleared Land		0	0	0	0	0.64	0	0.64
Total Upland Mitigation Per Parcel			6.51	0.90	0.50	2.73	0.89	41.30	52.83
* Wetlands									
6191	Hydric Metaleuca		15.36	1.00	0	3.25	0	15.66	35.27
625	Hydric Pine Flatwood		0	0	0	0	2.05	2.23	4.28
625E1	Hydric Pine Flatwoods, exotics 10-24%		12.49	5.35	0	4.96	0	14.93	37.73
625E2	Hydric Pine Flatwoods, exotics 25-49%		37.96	0.03	0	0.72	0.48	10.85	50.04
625E3	Hydric Pine Flatwoods, exotics 50-74%		20.48	2.83	0	0	0	15.79	39.10
625E4	Hydric Pine Flatwoods, exotics >75%		0	0	0	0	0	1.96	1.96
641	Freshwater Marsh		0	0	0	0	1.33	6.37	7.70
641E1	Freshwater Marsh, exotics 10-24%		0	0.71	0	0	0	8.72	9.43
641E2	Freshwater Marsh, exotics 25-49%		0	1.45	0	0	0	1.99	3.44
643	Wet Prairie		0	0	0	0	0	5.81	5.81
643E1	Wet Prairie, exotics 10-24%		0	0	0	0	0	9.97	9.97
644	Emergent Aquatic Vegetation		0	0	0	0	1.55	0	1.55
Total Wetland Mitigation Per Parcel			86.29	11.37	0	8.93	5.41	94.28	206.28
Upland Buffer (preserved and enhanced but not counted as mitigation)									
411	Pine Flatwoods, Palmetto understory		0.20	0	0.30	0	0	0	0.50
411E1	Pine Flatwoods, palmetto understory, exotics 10-24%		0.16	0.33	0	0.74	0.03	0	1.26
411E2	Pine Flatwoods, palmetto understory, exotics 25-49%		0.06	0	0	0	0	0	0.06
424	Metaleuca		0.36	0.05	0	0	0	0	0.41
740	Cleared Land		0	0	1.49	0	1.59	0	3.08
Total Upland Buffer Per Parcel			0.78	0.38	1.79	0.74	1.62	0	5.31
Preserve Total by Parcel			93.58	12.65	2.29	12.40	7.92	135.58	264.42
* Includes secondary wetland impact areas									

FLUCFCS CODE	Direct Impact Acres per Wetland and Development Site										Totals	
	Wetland ID	Magnolia Landing Property					Northwest Parcel	West Parcel	Ping Parcel	East Parcel		Totals
		D	E	C	J	K						
6191	Impact Area	6	7a	7b	10c	10b	8	11	7	4.91		
625		8.00	0	0	1.43	0	0	2.20	2.44	9.43		
625E1		0	0	0	0	0	0.11	5.72	5.93	11.76		
625E2		0	0	0	0	4.65	0	11.92	1.43	18.00		
625E3		0	0	0	0	0	0.29	0	5.72	6.01		
641E2		0	0	0	0	0	0	0	0.25	0.25		
641		0	0.06	0.08	0	0.02	0	0	0	0.16		
644		0	0	0	0	0.40	0	0	0	0.40		
TOTALS		8.00	0.06	0.08	1.43	5.07	0.67	19.84	15.77	50.92		

FLUCFCS CODE	Secondary Impact Acres per Wetland and Development Site							Totals	
	Wetland ID	Existing Magnolia Landing Property		Northwest Parcel	West Parcel	Ping Parcel	East Parcel		Totals
		E	J						
6191	Impact Area	0	0	0	0	0.22	0.25	0.47	
625		0	0.61	0.01	0	0	0	0.62	
625E1		0	0	0	0.12	0.50	0.57	1.19	
625E2		0	0	0.04	0	0.32	0.07	0.43	
625E3		0	0	0	0	0	0.52	0.52	
641		0.12	0	0.03	0	0	0	0.15	
641E2		0	0	0	0	0	0.20	0.20	
644		0	0	0.13	0	0	0	0.13	
TOTALS		0.12	0.61	0.21	0.12	1.04	1.61	3.71	

- Notes:
- Nomenclature and delineations as per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FOOT 1999).
 - FLUCFCS codes and delineations in wetlands A through J from Wilson/Miller, Inc. FLUCFCS code 416H was modified to 625.
 - Limits of wetlands A through J obtained from Wilson/Miller, Inc.
 - Limits of wetlands A through J approved by SFWMD through Permit No. 36-01396-S.
 - FLUCFCS delineations on West, Ping, East and Woodbridge Parcels ground-truthed by Johnson Engineering, Inc. FLUCFCS acreages estimated from a November 2002 Florida digital aerial photograph and are approximate.
 - Wetland limits on Northwest Parcel field-verified by South Florida Water Management District (SFWMD) (November 1999) and approved January 3, 2000.
 - Wetland limits on the West, Ping, East, and Woodbridge Parcels delineated and GPS-located (sub-meter accuracy) by Johnson Engineering, Inc.
 - Wetland limits on the West and East Parcels field-verified by SFWMD (May and June 2004) and approved December 16, 2004.
 - Wetland limits on the Ping and Woodbridge Parcels field-verified and approved by SFWMD on September 29, 2006.
 - There is no Wetland I.
 - Wetland J is comprised of the central flowway wetland and the wetlands on the Northwest Parcel.
 - No impacts are proposed in Wetlands A, B, F, G, and N.
 - There are no impact sites 1, 2, 3, 4, 5, 9, 10a, or 12.
 - Secondary impacts to existing Magnolia Landing Property (wetlands E and J) currently in preserved and in a conservation easement. Therefore these areas have not been included in 'New Preserve' calculations.



- LEGEND**
- Magnolia Landing additional parcels wetland impacts
 - Magnolia Landing additional parcels secondary wetland impacts
 - Magnolia Landing additional parcels new wetland preserve
 - Magnolia Landing additional parcels upland preserve (upland mitigation, upland buffer)
 - Magnolia Landing additional parcels structural buffer
 - Magnolia Landing additional parcels wetland / upland preserve areas
 - Magnolia Landing additional parcels typical section (See sheets C-27-C-29)
 - 10b Impact Area

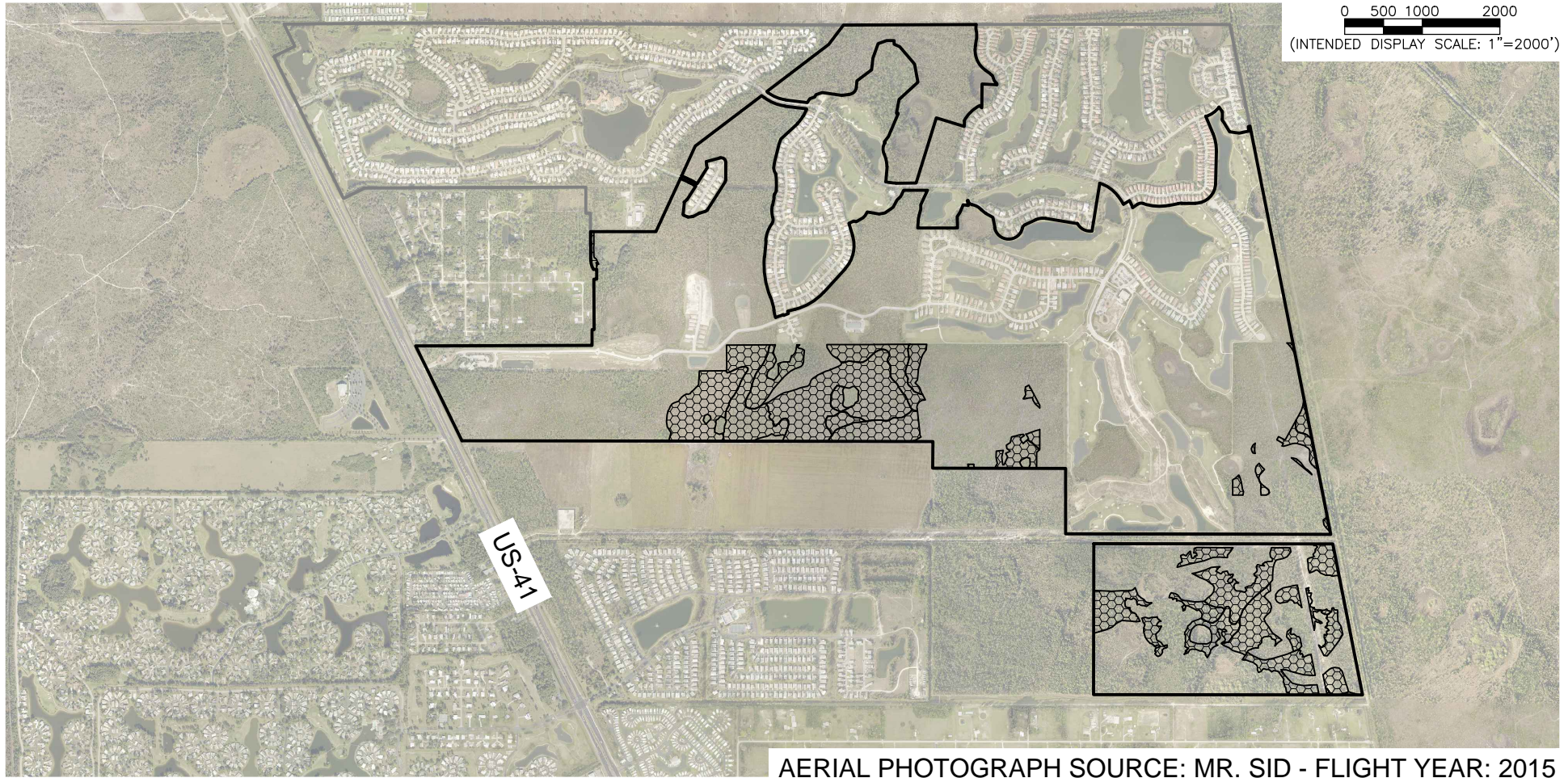
\\fms01\Proj-jet\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-WET-MECH-REMOVAL.dwg (Layout1) RJS Sep 21, 2015 - 2:36pm

LEGEND	
	EXOTIC MECHANICAL REMOVAL & PLANTING AREAS (127.79 AC.)



0 500 1000 2000

(INTENDED DISPLAY SCALE: 1"=2000')



AERIAL PHOTOGRAPH SOURCE: MR. SID - FLIGHT YEAR: 2015

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA



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

POTENTIAL WETLAND MECHANICAL EXOTIC
REMOVAL AND PLANTING AREAS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 2,000'	5 OF 9

**MAGNOLIA LANDING
USACOE MITIGATION
TECHNICAL SPECIFICATIONS**

MAGNOLIA LANDING USACOE MITIGATION SPECIFICATIONS

Initial Exotic and Nuisance Species Eradication

The scope of work shall consist of the complete eradication of exotic and nuisance vegetative species within 468.49 acres of on-site mitigation and 4.87 acres within a Lee County Cooperative Easement (473.36 acres total). Control of the exotic and nuisance species is required as part of the South Florida Water Management District (SFWMD) permit (Permit No. 36-01396-S-05, Appl. No. 060718-4) and U.S. Army Corps of Engineers (COE) permit (Permit No. SAJ-2006-05268-[SP-RMT]). The overall mitigation plan includes a combination of the following types of mitigation (see **Sheet 3 in Attachment 1 for USACOE mitigation areas and Attachment 2 for summary of habitat types**):

- ±131.63 acres of wetland enhancement
- ±268.29 acres of wetland preservation
- ±20.37 acres of upland enhancement
- ±48.20 acres of upland preservation

The 4.87-acre LCEC area include the following types of mitigation:

- ±2.76 acres of wetland enhancement
- ±2.11 acres of wetland preservation

Removal of invasive exotic species will occur in all upland and wetland mitigation areas. The primary exotic occurrence within the mitigation areas is melaleuca (*Melaleuca quinquenervia*), and common reed (*Phragmites australis*) within the freshwater areas. The most current version of Florida Exotic Pest Plant Council's (FLEPPC) list of Category I & II invasive species will be used for the purpose of determining what species must be removed from the mitigation areas. Listed invasive and exotic plants within the mitigation areas will either be treated in place, hand harvested, mechanically removed or stockpiled in accordance to SFWMD standards, with remaining stumps treated with an appropriate EPA-approved herbicide.

Herbicide applications will be overseen by a state-licensed professional herbicide applicator and conducted utilizing only EPA-approved herbicides. Please note the use of Arsenal will be prohibited. Indicator dye will be added to all herbicide mixtures which do not already contain the dye. Herbicides will be applied as identified by label specifications and will be appropriate to the exotic vegetation for which they are intended. Herbicides and the treatment methods will comply with approved methodologies, taking into account weather conditions at time of treatment to minimize non-target damage. When listed invasive exotic vegetation is removed, but the base of vegetation remains, the base will be treated with an EPA approved herbicide with a visual tracer dye applied.

Contractor shall provide the CM copies of all labels on the actual herbicide containers utilized on this project prior to commencement of work. The exotic/nuisance species eradication areas shall be subject to inspection at any time by the CM, local, state and federal agencies. On-site observations shall continue throughout the contract period.

Any and all restoration work that is required to be performed due to damage to native vegetation shall be conducted by the contractor at no additional cost to the Owner.

Method of Measurement

The contractor shall provide a marked up aerial of the treated areas along with a summary of the species treated and the results. The treated areas will be field inspected by the CM or his representative for verification prior to payment.

Basis of payment:

Item X-100-1

Initial Exotic and Nuisance Species Eradication: Per Acre (Acre)

Mechanical Harvesting

Mechanical eradication may be utilized in forested areas where exotic vegetation exceeds 50% cover. Mechanical clearing limits will be flagged in the field by a biologist through a separate contract. Areas that contain native vegetation will be selectively cleared. Equipment will either have low tire pressure or will be tracked. Areas mechanically cleared of exotics will be re-contoured to natural grade if necessary. Mechanical work will be conducted only during time of dry soil conditions to minimize ground disturbance. Mechanical clearing limits may vary as a result of soil conditions or other limiting factors. Areas not accessible by mechanical equipment can be treated by a field crew with material either disposed in an approved location or stacked using SFWMD Best Management Practices.

The contractor is to provide a detailed plan identifying the equipment, personnel and method of removal and disposal of the exotic/nuisance species. The total area to be harvested is approximately 128 acres (**see Sheet 5 in Attachment 1**). All harvested material shall be removed from mitigation areas and disposed in an approved location.

Method of Measurement: Contractor shall flag and provide GPS locations of the mechanical harvested areas and calculated acreage from GPS data to the CM. All areas shall be field reviewed by the CM or his representative for verification prior to payment.


Basis of payment:

Item X-100-2

Mechanical Harvesting: Per Acre (Acre)

Item No.	Description	Unit	Est. Quan.	Change Order	Final Qty.
X-100-1	Initial Exotic and Nuisance Species Eradication	Acre	473.36		
X-100-2	Mechanical Harvesting	Acre	128.00		
Total:					

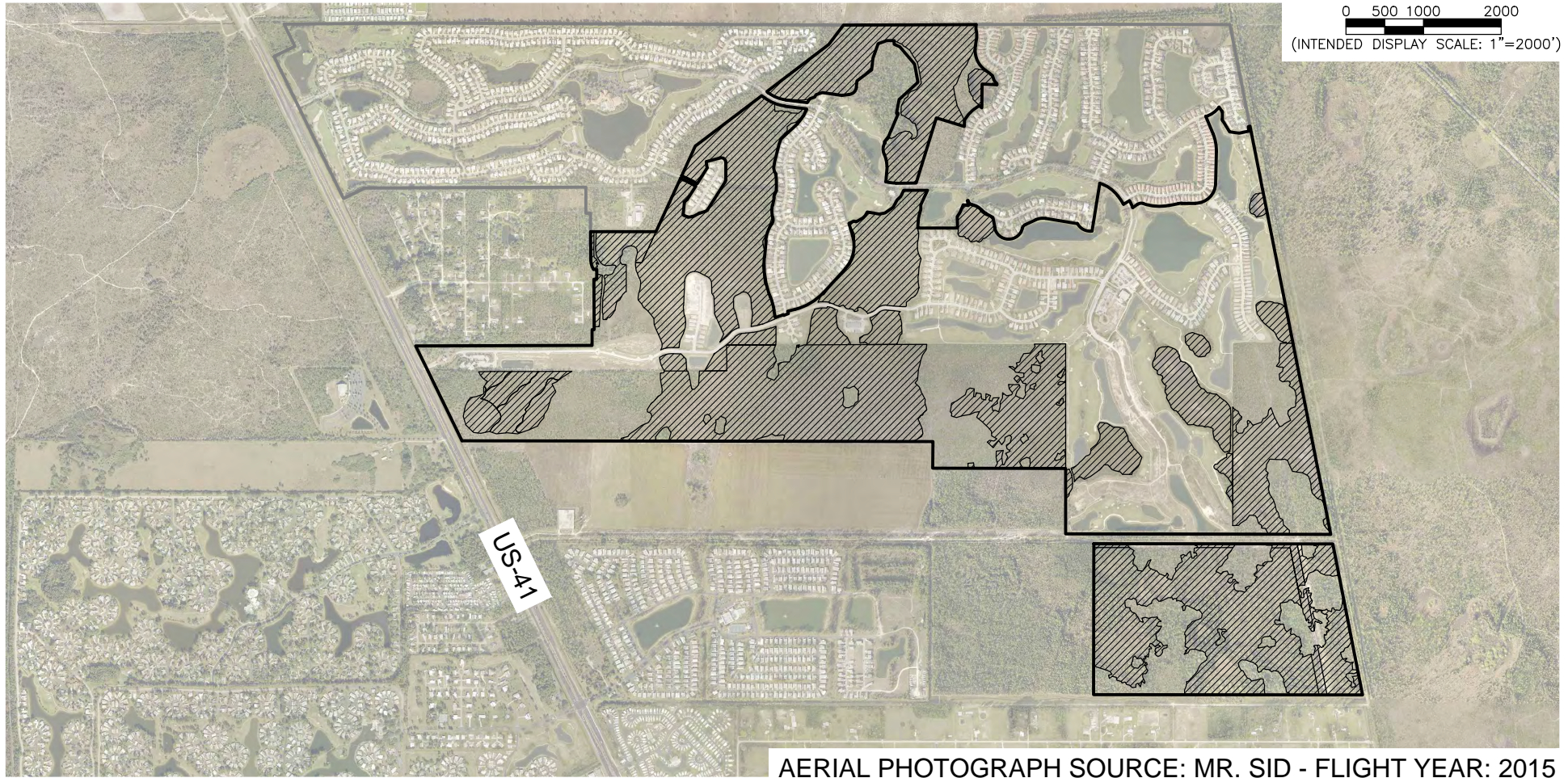
\\fms01\Proj-jet\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-EX-WET.dwg (Layout) RUS Sep 21, 2015 - 9:33am

LEGEND	
	MAGNOLIA LANDING PHASE 2 EXISTING WETLAND AREAS (472.69 AC.)



0 500 1000 2000

(INTENDED DISPLAY SCALE: 1"=2000')



AERIAL PHOTOGRAPH SOURCE: MR. SID - FLIGHT YEAR: 2015

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA





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

EXISTING WETLANDS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 2,000'	1 OF 9

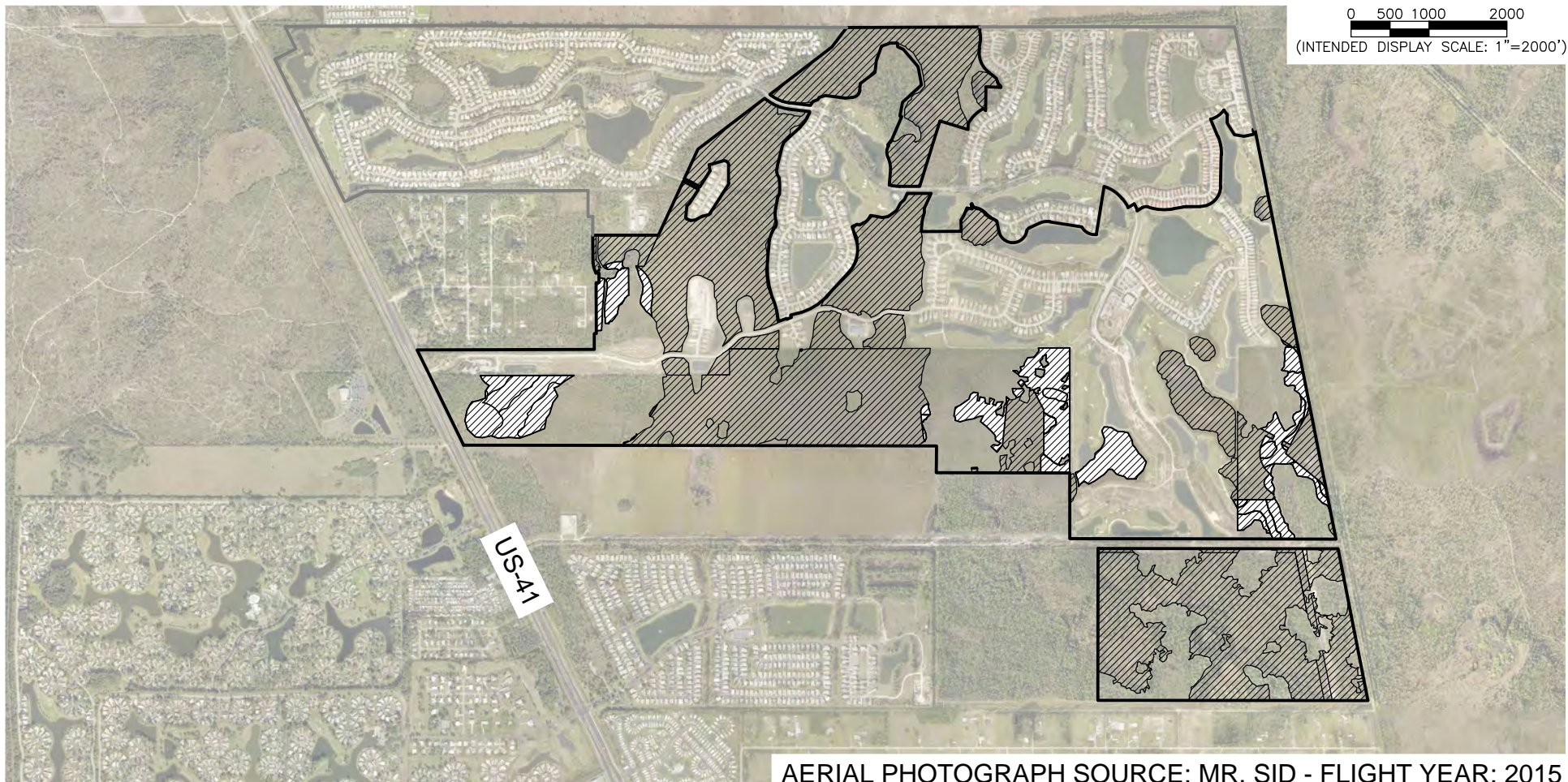
\\ftms01\proj-jet\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-WET-IMP.dwg (Layout1) ml12 Feb 15, 2016 - 10:47am

LEGEND

	WETLAND PRESERVE AREAS (399.92 AC.)
	WETLAND IMPACT AREAS (71.20 AC.)



0 500 1000 2000
(INTENDED DISPLAY SCALE: 1"=2000')



AERIAL PHOTOGRAPH SOURCE: MR. SID - FLIGHT YEAR: 2015

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA







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

WETLAND IMPACT AND PRESERVE EXHIBIT

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 2,000'	2 OF 9

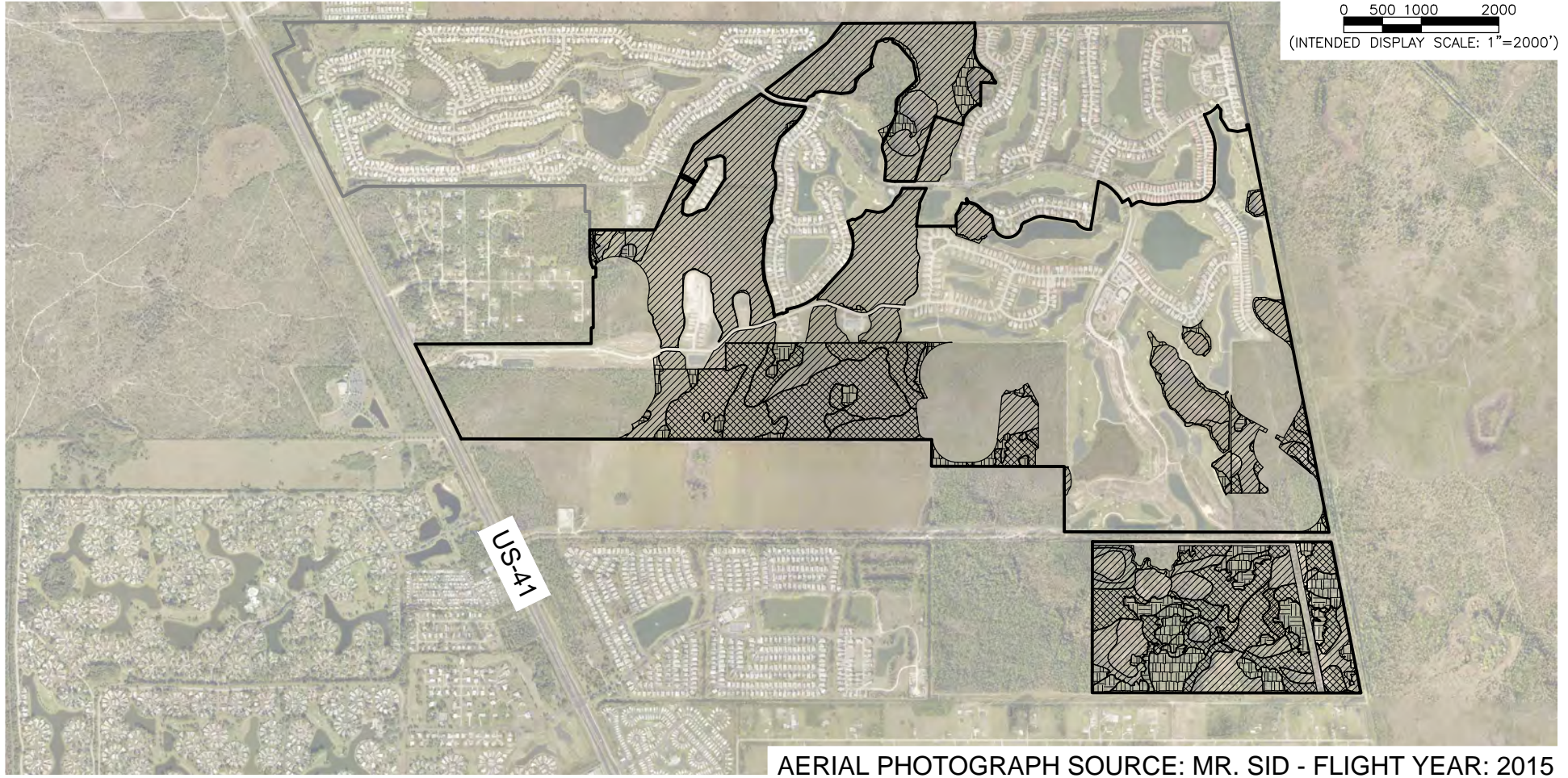
\\ftms01\proj-jet\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-WET-MIT.dwg (Layout1) ml2 Feb 15, 2016 - 10:52am

LEGEND

	WETLAND ENHANCEMENT (131.63 AC.)		UPLAND ENHANCEMENT (20.37 AC.)
	WETLAND PRESERVE (268.29 AC.)		UPLAND PRESERVE (48.20 AC.)



0 500 1000 2000
 (INTENDED DISPLAY SCALE: 1"=2000')



AERIAL PHOTOGRAPH SOURCE: MR. SID - FLIGHT YEAR: 2015

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA





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

UPLAND AND WETLAND MITIGATION AREAS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 2,000'	3 OF 9

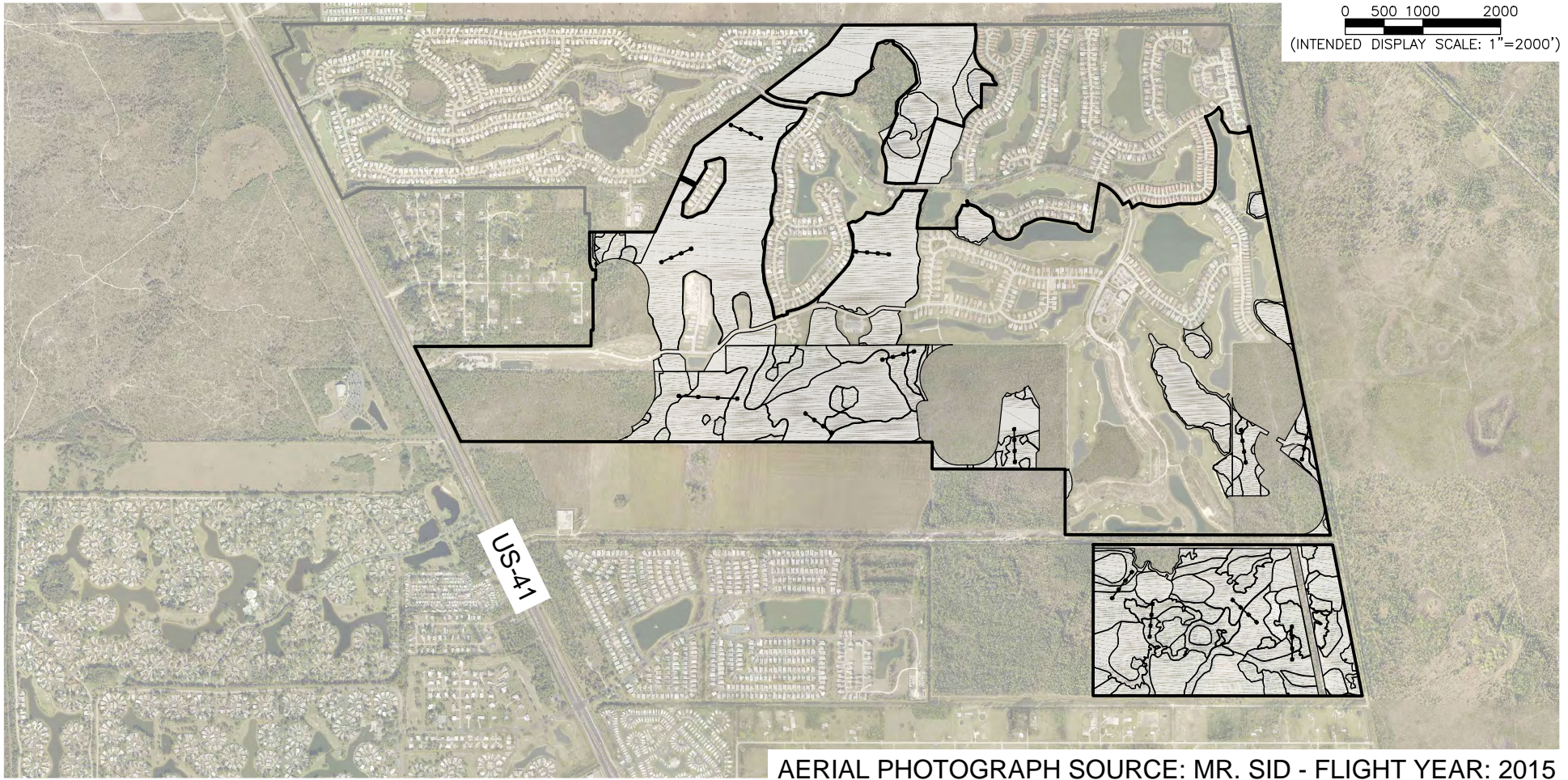
\\fms01\Proj-jet\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-MIT-PLAN.dwg (Layout) RJS Sep 21, 2015 - 9:43am

LEGEND	
	MITIGATION AREAS
	MONITORING TRANSECTS



0 500 1000 2000

(INTENDED DISPLAY SCALE: 1"=2000')



AERIAL PHOTOGRAPH SOURCE: MR. SID - FLIGHT YEAR: 2015

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA



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

ACOE MITIGATION PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 2,000'	4 OF 9

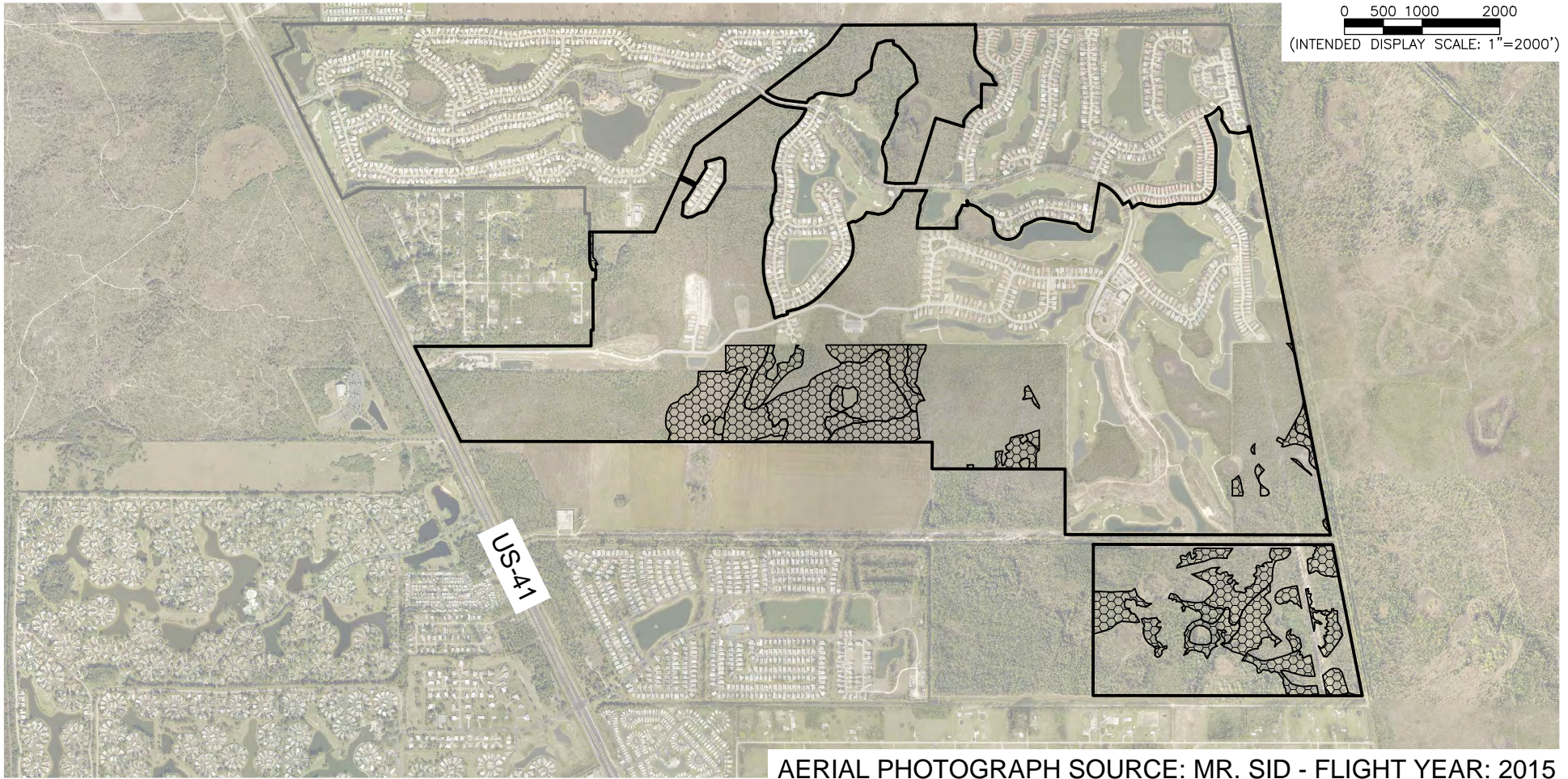
\\fms01\Proj-jet\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-WET-MECH-REMOVAL.dwg (Layout1) RJS Sep 21, 2015 - 2:36pm

LEGEND	
	EXOTIC MECHANICAL REMOVAL & PLANTING AREAS (127.79 AC.)



0 500 1000 2000

(INTENDED DISPLAY SCALE: 1"=2000')



AERIAL PHOTOGRAPH SOURCE: MR. SID - FLIGHT YEAR: 2015

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA



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

POTENTIAL WETLAND MECHANICAL EXOTIC
REMOVAL AND PLANTING AREAS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 2,000'	5 OF 9

COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY ¹	DENSITY ²
Upland Plantings – 18.18 acres				
Trees				
Slash pine	<i>Pinus elliottii</i>	7 gal.	400	20' o.c.
Slash pine	<i>Pinus elliottii</i>	3 gal.	400	20' o.c.
Laurel oak	<i>Quercus laurifolia</i>	7 gal.	100	20' o.c.
Laurel oak	<i>Quercus laurifolia</i>	3 gal.	100	20' o.c.
Shrubs				
Dahoon holly	<i>Ilex cassine</i>	1 gal.	300	20' o.c.
Wax myrtle	<i>Myrica cerifera</i>	1 gal.	300	20' o.c.
Cocoplum	<i>Chrysobalanus icaco</i>	1 gal.	300	20' o.c.
Herbaceous				
Wire grass	<i>Aristida stricta</i>	bare root	600	15' o.c.
Muhly grass	<i>Muhlenbergia capillaris</i>	bare root	600	15' o.c.
Sand cordgrass	<i>Spartina bakeri</i>	bare root	600	15' o.c.
Wetland Plantings – 77.32 acres				
Trees				
Slash pine	<i>Pinus elliottii</i>	7 gal.	1,500	20' o.c.
Slash pine	<i>Pinus elliottii</i>	3 gal.	1,500	20' o.c.
Cypress	<i>Taxodium spp.</i>	7 gal.	300	20' o.c.
Cypress	<i>Taxodium spp.</i>	3 gal.	300	20' o.c.
Shrubs				
Dahoon holly	<i>Ilex cassine</i>	1 gal.	500	20' o.c.
Wax myrtle	<i>Myrica cerifera</i>	1 gal.	500	20' o.c.
Cocoplum	<i>Chrysobalanus icaco</i>	1 gal.	500	20' o.c.
Mysrine	<i>Rapanea punctata</i>	1 gal.	500	20' o.c.
Herbaceous				
Maidencane	<i>Panicum hemitomon</i>	bare root	2,250	20' o.c.
Muhly grass	<i>Muhlenbergia capillaris</i>	bare root	2,250	20' o.c.
Love grass	<i>Eragrostis spp.</i>	bare root	2,250	20' o.c.
Sand cordgrass	<i>Spartina bakeri</i>	bare root	1,160	20' o.c.

¹ Density and quantity of trees and shrubs are approximate. Note: tree and shrub species in the hydric pine community will be spaced on 20' centers, respectively, to mimic the system being enhanced, hydric pine flatwoods. Healthy hydric pine flatwoods maintain a predominantly open tree canopy (50% coverage or less) and open shrub canopy (10% or less). Prescribed burns will be used to manage the hydric pine flatwoods so that the shrub canopy is maintained in a predominantly open condition.

² Alternate native species may be utilized depending upon site conditions and availability of stock at plant nurseries.

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA



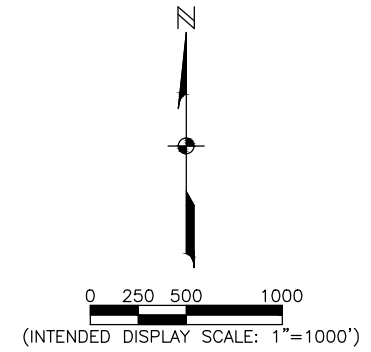
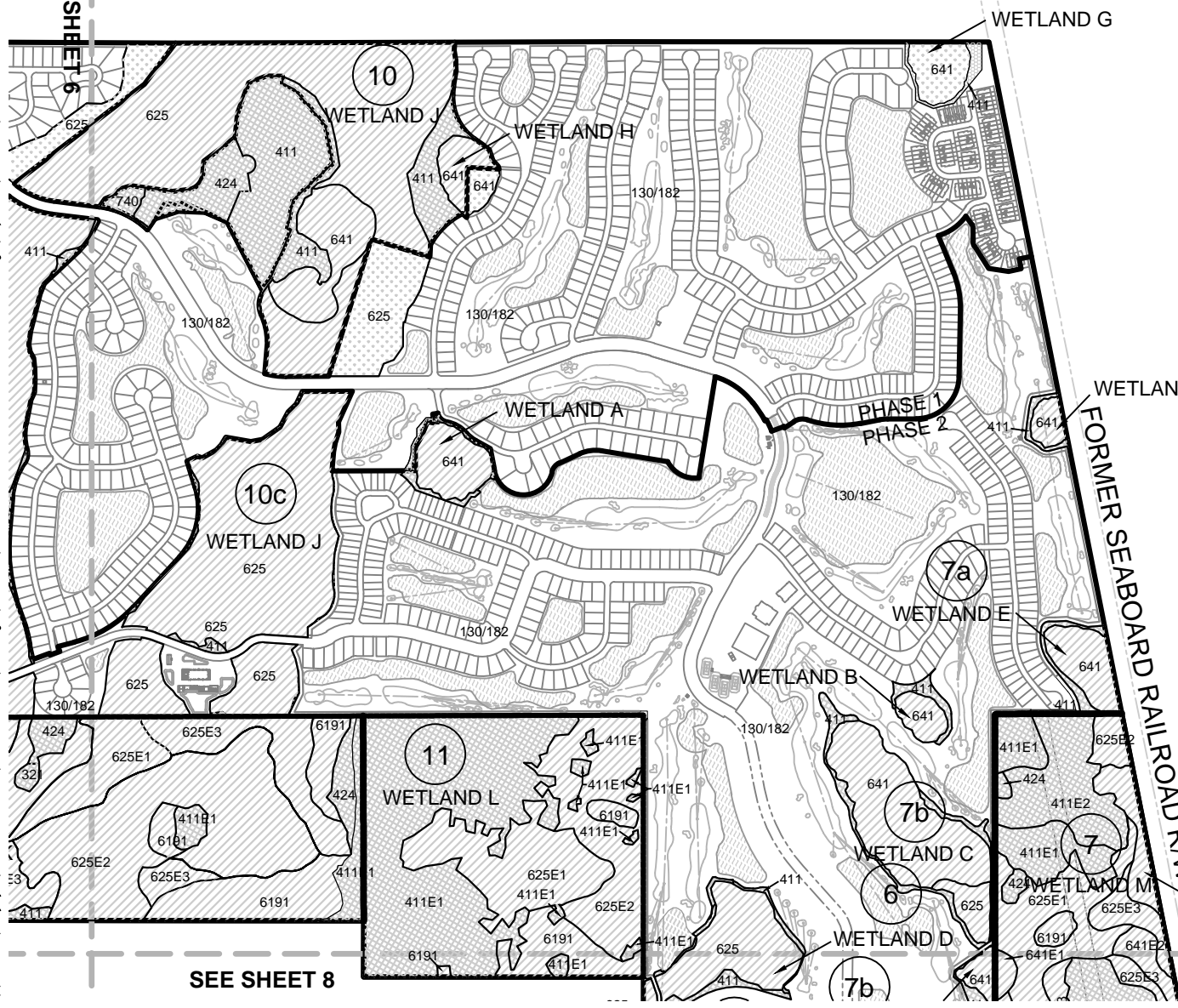
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

UPLAND AND WETLAND MITIGATION
PLANTING LIST

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 2,000'	6 OF 9

\\fms01\proj-jel\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-FLUCFCS-WET-ID.dwg (Layout 2) RJS Sep 21, 2015 - 9:56am

SEE SHEET 6



LEGEND	
	MAGNOLIA LANDING WETLANDS
	HERONS GLEN WETLANDS
	MAGNOLIA LANDING UPLANDS
	HERONS GLEN UPLANDS
	EXISTING LAKE
	WETLAND ID NUMBER

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA

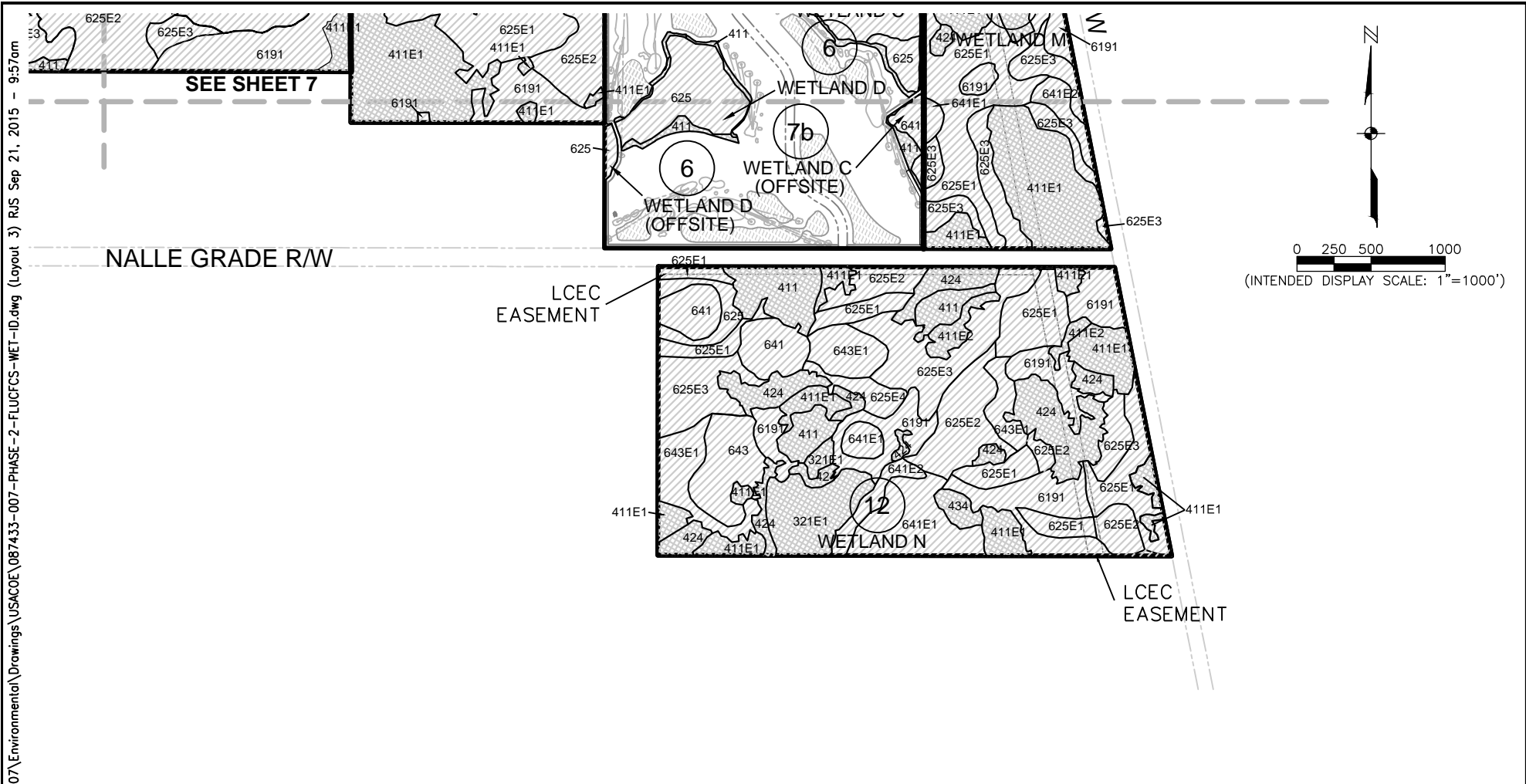


2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

ACOE WETLAND ID'S

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 1,000'	8 OF 9

\\fms01\proj-jet\20087433-007\Environmental\Drawings\USACOE\087433-007-PHASE-2-FLUCFCS-WET-ID.dwg (Layout 3) RJS Sep 21, 2015 - 9:57am



LEGEND		
	MAGNOLIA LANDING WETLANDS	
	HERONS GLEN WETLANDS	
	MAGNOLIA LANDING UPLANDS	
	HERONS GLEN UPLANDS	
	EXISTING LAKE	
	WETLAND ID NUMBER	

MAGNOLIA LANDING PHASE 2
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

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

ACOE WETLAND ID'S				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
AUGUST 2015	20087433-007	11-43-24	1" = 1,000'	9 OF 9

Attachment 1
USACOE Drawings

DRAFT

Attachment 2

USACOE MITIGATION HABITAT TYPES

FLUCFCS Code	FLUCFCS Description	Acres
Upland Mitigation Habitat		
321	Saw Palmetto	0.44
321E1	Saw Palmetto, exotics 10-24%	7.36
411	Pine Flatwoods, palmetto understory	20.48
411E1	Pine Flatwoods, palmetto understory, exotics 10-24%	18.70
411E2	Pine Flatwoods, palmetto understory, exotics 25-49%	2.19
424	Melaleuca	17.00
434	Hardwood-Conifer mixed (Oak-Slash Pine)	1.22
740	Cleared Land	1.18
	Total Upland Preserve	68.57
Wetland Mitigation Habitat		
6191	Hydric Melaleuca	35.74
625	Hydric Pine Flatwoods	162.35
625E1	Hydric Pine Flatwoods, exotics 10-24%	37.82
625E2	Hydric Pine Flatwoods, exotics 25-49%	50.47
625E3	Hydric Pine Flatwoods, exotics 50-74%	39.62
625E4	Hydric Pine Flatwoods, exotics $\geq 75\%$	1.96
641	Freshwater Marsh	39.40
641E1	Freshwater Marsh, exotics 10-24%	9.44
641E2	Freshwater Marsh, exotics 25-49%	3.84
643	Wet Prairie	5.81
643E1	Wet Prairie	9.97
644	Emergent Aquatic Vegetation	1.81
	Total Wetland Preserve	399.92
	Preserve Total	468.49

*4.87 acres within the LCEC Easement will be preserved and enhanced but not placed under conservation easement and therefore are not included in the project mitigation

CFM CDD Request for Proposal
2016 Mitigation
Initial Exotic and Nuisance Species Eradication
September, 2016

Item	Description	Unit	Est Quantity	Change Order	Final Qty	Bid
SFWMD Mitigation	Initial Exotic and Nuisance Species Eradication Mechanical Harvesting	Acre	269.29			
		Acre	128			
USACOE Mitigation	Initial Exotic and Nuisance Species Eradication Mechanical Harvesting	Acre	473.36			
		Acre	128			

Total

Note:

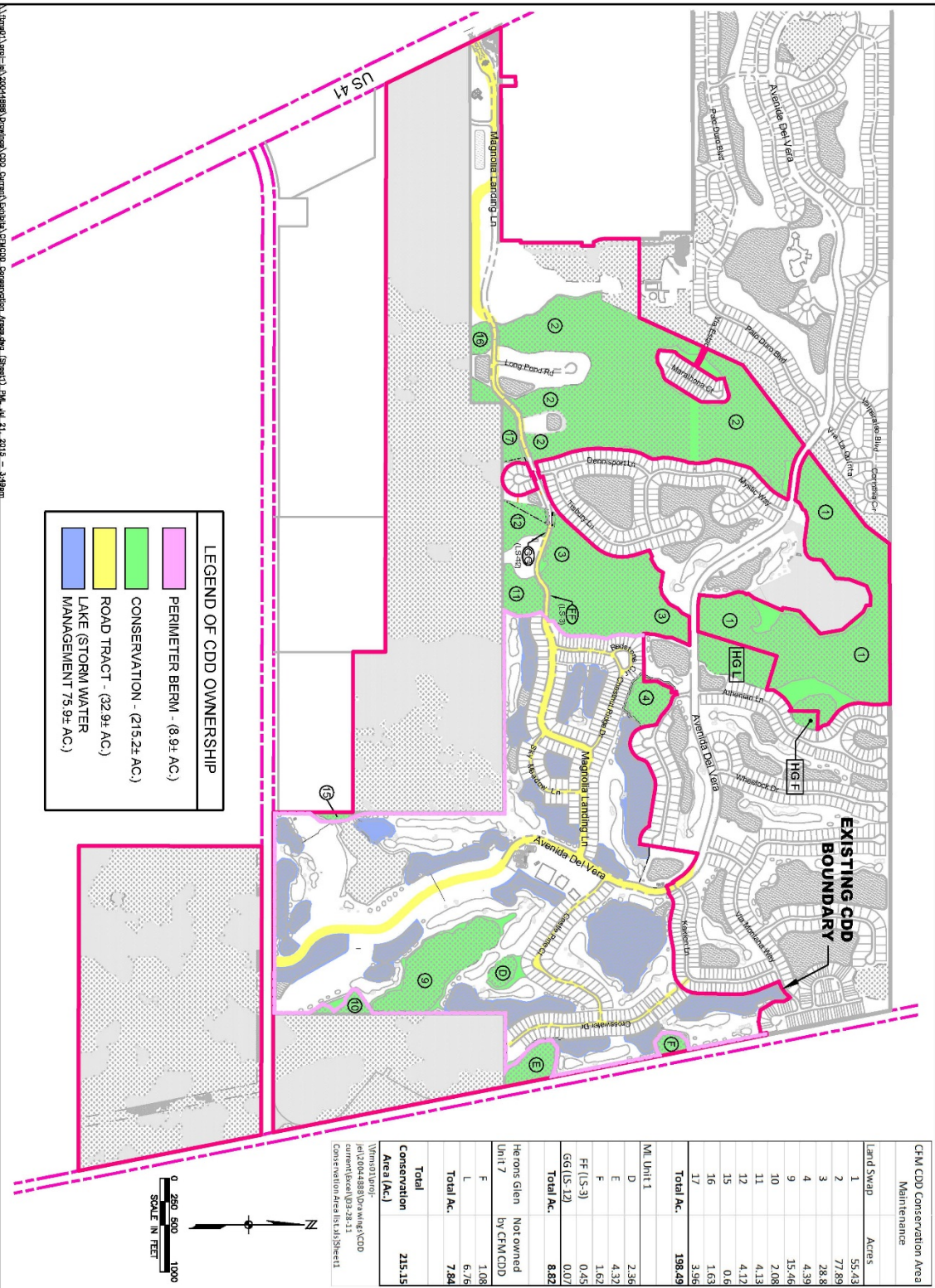
- 1) USACOE includes the same 268.13 acres and 128 acres in the SFWMD Mitigation.
- 2) CFM Community Development currently maintains 207.31 acres of the 473.36 acres.

Bidder

Date

Prepared by:

David K. Robson, P.E.
 Johnson Engineering, Inc.
 251 W. Hickpochee Avenue
 LaBelle, FL 33935
 (863) 612-4056



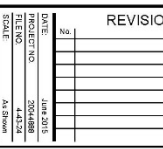
CFM CDD Conservation Area Maintenance	
Land Swap	Acres
1	55.43
2	77.89
3	28.8
4	4.39
9	15.46
10	2.08
11	4.13
12	4.17
15	0.6
16	1.63
17	3.96
Total Ac.	198.49

M/L Unit 1	
D	2.36
E	4.37
F	1.62
FF (LS-3)	0.45
GG (LS-12)	0.07
Total Ac.	8.87

Heron's Glen Unit 7	
F	1.08
L	6.76
Total Ac.	7.84

Total	
Conservation Area (Ac.)	215.15

V:\2015\15-004\15004.dwg
 Project: 15004
 Date: 6/23/15
 Scale: As Shown



No.	Date	Revisions

CFM CDD
MAGNOLIA LANDING
LEE COUNTY, FLORIDA

DATE	PROJECT NO.	SCALE
June 2015	2004883	As Shown

CFM CDD
 Conservation Area
 Map
 June 2015

JOHNSON
ENGINEERING
 2122 JOHNSON STREET
 FORT WORTH, TEXAS 76104-1195
 PHONE: (817) 336-0800
 FAX: (817) 336-0802
 E-MAIL: JES@JOHNSON-ENG.COM