



Rizzetta & Company

# **CFM** **Community Development District**

---

## **Board of Supervisors' Meeting September 20, 2018**

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

**[www.cfmccd.org](http://www.cfmccd.org)**

# CFM COMMUNITY DEVELOPMENT DISTRICT AGENDA

**September 20, 2018 at 11:30 a.m.**

[www.cfmccd.org](http://www.cfmccd.org)

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

<b>District Board of Supervisors</b>	Mike Dady Leah Popelka Adam Lerner Paul Mayotte Robert Bishop	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Mike Eckert	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Mallory S. Clancy, P.E.	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 **11:30 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 711, 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](http://www.cfmccd.org)

September 12, 2018

Board of Supervisors  
**CFM Community  
Development District**

## REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, September 20, 2018 at 11:30 a.m.**, at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the agenda for the meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENT**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 16, 2018 ..... Tab 1
  - B. Consideration of the Operations and Maintenance Expenditures for the Month of August 2018 ..... Tab 2
4. **BUSINESS ITEMS**
  - A. Consideration of Resignation of Board Supervisor Mike Dady ..... Tab 3
  - B. Appointment of Board Supervisor to Fill Seat #3, with a Term to Expire November 2018
  - C. Consideration of Resolution 2018-10, Re Designating Officers of the District ..... Tab 4
  - D. **Ratification of Second Amendment to Landscape Maintenance Agreement Between CFM CDD and Magnolia Landing Master Association** ..... Tab 5
  - E. Consideration of Resolution 2018-09, Setting Forth the Policy of the District with Regard to the Support and Legal Defense of the Board of Supervisors, Officers and Staff ..... Tab 6
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, June 28, 2018 at 11:30 a.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.

Present and constituting a quorum:

Mike Dady	<b>Board Supervisor, Chairman</b>
Leah Popelka	<b>Board Supervisor, Vice Chairman</b>
Paul Mayotte	<b>Board Supervisor, Assistant Secretary</b>
Adam Lerner	<b>Board Supervisor, Assistant Secretary</b>
Bob Bishop	<b>Board Supervisor, Assistant Secretary</b>
	<b>(via speaker phone)</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Mike Eckert	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Michelle Rigoni	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Mallory Clancy	<b>District Engineer, Johnson Engineering</b>
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.

Ms. Streeter addressed concerns regarding lighting at the fitness center; she advised that lighting is needed along the backside of the parking lot. Mr. Dady advised that the parking lot lighting may need to be addressed by the HOA.

Mr. Dady advised that the builder has requested that the District provide better lighting to the front entry. Ms. Blandon advised that Ms. Clancy is working on the entry lighting with their lighting engineer.

A resident stated they are appreciative of the new entry from US 41.

Ms. Streeter stated she is appreciative of the new fountains.

**THIRD ORDER OF BUSINESS****Consideration of the Minutes of the Board of Supervisors' Meeting held on June 28, 2018**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on June 28, 2018. She asked if there were any questions related to the minutes. There were none.

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on June 28, 2018, for the CFM Community Development District.

**FOURTH ORDER OF BUSINESS****Consideration of the Operations and Maintenance Expenditures for the Months of June and July 2018**

Ms. Blandon provided an overview of the expenditures paid for the period of June 1-30, 2018 which totaled \$253,057.61 and for the period of July 1-31, 2018 which totaled \$14,513.51 and asked if there were any questions related to any item of expenditure.

On a Motion by Mr. Dady, seconded by Mr. Lerner, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of June 2018, totaling \$253,057.61 and for the Month of July 2018, totaling \$14,513.51, for the CFM Community Development District.

**FIFTH ORDER OF BUSINESS****Consideration of the Proposal from Suntech Electrical for Parking Lot Lighting**

Ms. Blandon advised that at the request of the Board she obtained an estimate from Suntech for the installation of two light poles to illuminate the amenity center parking lot. She advised the proposal totals \$11,250.00. Discussion ensued. Mr. Dady advised the lighting issue should be taken on by the HOA.

**SIXTH ORDER OF BUSINESS****Consideration of Resolution 2018-04, Re-Appointing an Assistant Secretary of the District**

Ms. Blandon provided an overview of the Resolution advising that Mr. Joe Roethke is now the Regional District Manager who oversees the Fort Myers office.

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Adopted Resolution 2018-04, Re-Appointing Mr. Joe Roethke as Assistant Secretary, for the CFM Community Development District.

**SEVENTH ORDER OF BUSINESS****Consideration of Resolution 2018-05,  
Declaring Vacancies**

Mr. Eckert advised that in accordance with *Florida Statute* 190.006(3)(b), seats 3 and 4 will be declared vacant as of November 20, 2018

On a Motion by Mr. Dady, seconded by Mr. Lerner, with all in favor, the Board Adopted Resolution 2018-05, Declaring Seats 3 and 4 Vacant as of November 20, 2018, for the CFM Community Development District.

**EIGHTH ORDER OF BUSINESS****Consideration of Resolution 2018-06,  
Adopting a Meeting Schedule for Fiscal  
Year 2018/2019**

Ms. Blandon provided an overview of the Resolution and advised that the schedule being presented is consistent with the current year schedule with meetings being scheduled for the third Thursday of each month at 11:30 a.m.

On a Motion by Mr. Dady, seconded by Mr. Lerner, with all in favor, the Board Adopted Resolution 2018-06, Adopting a Meeting Schedule for Fiscal Year 2018/2019, for the CFM Community Development District.

**NINTH ORDER OF BUSINESS****Public Hearing to Consider the Adoption  
of the Fiscal Year 2018/2019 Budget and  
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**

Ms. Blandon provided an overview of the public hearing process and asked for a motion to open the public hearing. Ms. Blandon advised that the two public hearings will be consolidated into one so if the members of the audience have any questions related to either of the public hearings they should be brought up during the one public hearing.

On a Motion by Mr. Lerner, seconded by Ms. Popelka, with all in favor, the Board Opened the Public Hearing to Consider the Adoption of the Fiscal Year 2018/2019 Budget and 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, for the CFM Community Development District.

**TENTH ORDER OF BUSINESS****Presentation of the Proposed Final Budget  
for Fiscal Year 2018/2019**

Ms. Popelka inquired regarding notice of the projected increase to assessments. Ms. Blandon confirmed that notices were mailed.

Ms. Blandon advised the \$10,464.00 increase is primarily due to utility services for new lighting and fountains.

Discussion ensued regarding the landscape budget.

The hearing was opened to public comment. There were no comments from the public.

On a Motion by Ms. Popelka, seconded by Mr. Dady, with all in favor, the Board Closed the Public Hearing to Consider the Adoption of the Fiscal Year 2018/2019 Budget and 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, for the CFM Community Development District.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2018-07, Annual Appropriations and Adopting the Budget for Fiscal Year 2018/2019**

Ms. Blandon provided an overview of the resolution advising that section two would be completed as follows: total general fund budget \$376,833.00, debt service fund \$467,117.88, total budget \$843,950.88.

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Adopted Resolution 2018-07, Annual Appropriations and Adopting the Budget for Fiscal Year 2018/2019, in the Amount of \$843,950.88 for the CFM Community Development District.

#### **TWELFTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2018-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2018/2019; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll**

Ms. Blandon provided an overview of the resolution and asked if there were any questions. Mr. Dady advised that he is continuing to work with the builder as products may continue to change and therefore the assessment methodology may need to be revised in the future.

On a Motion by Mr. Dady, seconded by Ms. Popelka, with all in favor, the Board Adopted Resolution 2018-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2018/2019; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll, for the CFM Community Development District.



**THIRTEENTH ORDER OF BUSINESS****Consideration of Johnson Engineering Proposal for Preparation of a Public Facilities Report**

Mr. Dady inquired regarding whether or not a public facilities report is necessary. Ms. Bandon and Mr. Eckert confirmed.

On a Motion by Ms. Popelka, seconded by Mr. Dady, with all in favor, the Board Approved the Proposal from Johnson Engineering for Preparation of a Public Facilities Report, in the Amount of \$6,000.00, for the CFM Community Development District.

**FOURTEENTH ORDER OF BUSINESS****Consideration of Proposals for Roadway Repairs**

Ms. Bandon advised that proposals were received for roadway repairs from PMI and from Russ Berner Construction. She advised the proposal from PMI totaled \$12,785.00 and the proposal from Russ Berner Construction totaled \$21,500.00. Mr. Dady advised that DR Horton will be providing the final lift of asphalt at a cost higher than DR Horton originally anticipated. He further advised that the roads are not in suitable condition for the final lift; and having the roads in a suitable condition is the responsibility of the District. Discussion ensued regarding the difference in the two proposals.

On a Motion by Mr. Dady, seconded by Ms. Popelka, with all in favor, the Board Approved the Proposal from PMI for Roadway Repairs, in the Amount of \$12,785.00, Subject to Positive Research by Ms. Clancy into the Vendor, for the CFM Community Development District.

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Provided a Back Up Motion that Ultimately if there is Information Delivered by the District Engineer on PMI that is Not Satisfactory and that Information is Delivered to the Chairman, then the Chairman May Authorize Use of the Alternative Firm, Russ Berner Construction, for the CFM Community Development District.

**FIFTEENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

Ms. Rigoni provided an update regarding ADA compliance related to website accessibility. She advised that they have been working with District staff to remedy the concerns.

**B. District Engineer**

Ms. Clancy advised that per Mr. Dady's request; parcel A temporary certification has been received for phases one and two. She advised that Phase three is still in progress; utilities and drainage have been installed. Ms. Clancy advised the land has been cleared for the amenity center; parcel J is approximately 60% complete as utilities have been installed, it is platted, though roads are not paved. She advised that US 41 is approximately 75% complete and the turn lane into Magnolia Landing

is in process. Ms. Clancy advised that she has looked at golf course easements although a separate contract would be needed in order to conduct the research necessary to determine which tracts need to be cleaned up. Mr. Dady stated that Jason Merritt of Hopping Green & Sams is working on some of the easements. Mr. Eckert advised that his office is also working on correction of the public right of ways. Ms. Clancy advised that Walker Exotic Tree Eradication has completed exotics removal and another event will be completed next month. Mr. Dady inquired regarding a certificate of completion from the government. Ms. Clancy advised that certificate will probably come after Earth Balance has completed their plantings. Ms. Clancy advised she is continuing work on the landscape and maintenance ownership map.

Mr. Eckert left the meeting in progress at 12:14 p.m.

Mr. Mayotte inquired regarding any future conservation area concerns. Ms. Clancy advised the District has a contract with Walker Exotic for maintenance and these areas should be added to that existing contract.

C. District Manager

Ms. Blandon advised the next meeting of the Board of Supervisors is scheduled for Thursday, September 20, 2018 at 11:30 a.m.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

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

Mr. Dady spoke regarding severe instances of trespassing in the conservation area. He advised he has spoken with the Sheriff department as well as Florida Fish & Wildlife and he has provided authority to prosecute should the trespassers be caught. Discussion ensued.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Dady, seconded by Mr. Lerner, with all in favor, the Board adjourned the meeting at 12:21 p.m., for the CFM Community Development District.

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

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

# Tab 2

# CFM COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures August 2018 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2018 through August 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$31,377.44**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2018 Through August 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Adam Blake Lerner	002344	AD081618	Board of Supervisors Meeting 08/16/18	\$ 200.00
Hopping Green & Sams	002337	101416	General/Monthly Legal Services 06/18	\$ 1,470.00
Johnson Engineering Inc	002338	20044888-001 Inv 127	General Engineering Services 07/18	\$ 2,672.50
LCEC	002343	6571809552 07/18	Street Lights 3000 Magnolia Landing Ln 07/18	\$ 1,677.92
Leah Popelka	002348	LP081618	Board of Supervisors Meeting 08/16/18	\$ 200.00
Magnolia Landing Golf, LLC	002340	1016	Aerator Agreement & Water 07/18	\$ 625.00
Magnolia Landing Golf, LLC	002340	1017	Aerator Utility Cost	\$ 500.00
Magnolia Landing Golf, LLC	002340	1021	Lake Bank #704	\$ 750.00
Magnolia Landing Golf, LLC	002353	1029	Aerator Utility Cost	\$ 500.00
Magnolia Landing Golf, LLC	002353	1030	Aerator Agreement & Water 08/18	\$ 625.00
Magnolia Landing Golf, LLC	002355	1031	Remove 5 Slash Pines	\$ 350.00
Magnolia Landing Golf, LLC	002353	996	Cut Down and Remove Trees	\$ 375.00
Magnolia Landing Master Association, Inc.	002339	342	Landscape Maintenance 06/18	\$ 3,494.58
Magnolia Landing Master Association, Inc.	002352	343	Landscape Maintenance 07/18	\$ 3,494.58
Michael Dady	002346	MD081618	Board of Supervisors Meeting 08/16/18	\$ 200.00
Paul Mayotte	002347	PM081618	Board of Supervisors Meeting 08/16/18	\$ 200.00
Rizzetta & Company, Inc.	002341	INV00000034131	District Management Fees 08/18	\$ 3,541.67
Rizzetta & Company, Inc.	002349	INV00000034224	Mass mail	\$ 349.31
Rizzetta Technology Services, LLC	002342	INV0000003593	Website Hosting & Email Services 08/18	\$ 175.00
Robert Bishop	002345	BB081618	Board of Supervisors Meeting 08/16/18	\$ 200.00
Solitude Lake Management LLC	002350	PI-A00164230	Monthly Lake & Pond Service 04/18	\$ 1,753.00
Solitude Lake Management LLC	002350	PI-A00170481	Monthly Lake & Pond Service 05/18	\$ 1,753.00

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2018 Through August 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Solitude Lake Management LLC	002350	PI-A00177865	Monthly Lake & Pond Service 06/18	\$ 1,753.00
Solitude Lake Management LLC	002350	PI-A00185781	Monthly Lake & Pond Service 07/18	\$ 1,753.00
Solitude Lake Management LLC	002350	PI-A00194666	Monthly Lake & Pond Service 08/18	\$ 1,753.00
The Daily Breeze	002354	B19530 070276	3X21 Display Ad 07/18	\$ 1,011.88
Report Total				<u>\$ 31,377.44</u>

**CFM CDD**Meeting Date: August 16, 2018**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Mike Dady ✓	✓	X
Paul Mayotte ✓	✓	X
Bob Bishop ✓	✓	X
Leah Popelka ✓	✓	X
Adam Lerner ✓	✓	X

(\*) Does not get paid

**EXTENDED MEETING TIMECARD**

Meeting Start Time:	11:30 am
Meeting End Time:	12:21 pm
Total Meeting Time:	51 mins

Time Over \_\_\_\_\_ () Hours: \_\_\_\_\_

Total at \$175 per Hour: \_\_\_\_\_

DM Signature: \_\_\_\_\_

AUG 20 2018

Date not to exceed 60 days after meeting

V/M approval Belinda Blandon Date 8/21/18

Date entered

AUG 20 2018

Fund 001 GL 51100c 1101

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

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

CFM Community Development District  
c/o Rizzetta & Company  
9530 Marketplace Road Suite # 206  
Ft. Myers, FL 33912

Date July 18, 2018, JUL 26 2018

By Belinda Blandon Date 7/30/18

Date entered JUL 26 2018

Fund 001 C 5140000 3107

Bill Number 101416

Billed through 06/30/2018

General Counsel/Monthly Meeting  
CFMCDD 00001 MCE

Check #

### FOR PROFESSIONAL SERVICES RENDERED

05/31/18	SRS	Research Americans with Disabilities Act compliance measures regarding special district website; follow-up regarding same.	0.10 hrs
06/01/18	JEM	Review correspondence from Dady; reply to same.	0.10 hrs
06/12/18	JEM	Prepare correspondence to Lawson.	0.10 hrs
06/12/18	MKR	Review district's current vendor agreements.	1.10 hrs
06/13/18	JEM	Review correspondence from Lawson; reply to same.	0.10 hrs
06/14/18	JEM	Review executed documents regarding conveyance of golf course strips; prepare correspondence to Boss regarding release of Taylor Woodrow judgment; prepare correspondence to Dady.	0.50 hrs
06/18/18	VBD	Review executed documents.	0.30 hrs
06/19/18	JEM	Review issues regarding conveyance of golf course strips.	0.20 hrs
06/20/18	APA	Review agenda package; prepare agenda memorandum.	0.80 hrs
06/21/18	VBD	Review easements issue and executed documents.	0.40 hrs
06/26/18	MCE	Review election qualification status and determine what letters and/or resolutions need to be prepared.	0.20 hrs
06/26/18	MKR	Prepare for board meeting.	0.30 hrs
06/26/18	APA	Review supervisor of elections website; update general elections chart for district.	0.30 hrs
06/27/18	MKR	Review draft resolution declaring vacancies and provide comments.	0.20 hrs
06/27/18	APA	Confirm general election vacancy; prepare resolution declaring vacancy.	0.40 hrs
06/28/18	MCE	Prepare for and attend board meeting; confer with Blandon.	0.70 hrs
06/29/18	JLK	Research, review and edit memorandum regarding Americans with Disabilities	0.10 hrs



Act website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding same; transmit information to district manager regarding same.

06/29/18	SRS	Conduct research for implementing Americans with Disabilities Act compliance measures for special district website.	0.20 hrs
----------	-----	---	----------

Total fees for this matter	\$1,451.00
----------------------------	------------

#### **DISBURSEMENTS**

Document Reproduction	19.00
-----------------------	-------

Total disbursements for this matter	\$19.00
-------------------------------------	---------

#### **MATTER SUMMARY**

Papp, Annie M. - Paralegal	1.50 hrs	125 /hr	\$187.50
Merritt, Jason E.	1.00 hrs	330 /hr	\$330.00
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	0.90 hrs	310 /hr	\$279.00
Rigoni, Michelle K.	1.60 hrs	245 /hr	\$392.00
Sandy, Sarah R.	0.30 hrs	243 /hr	\$73.00
Desai, Vaishali B.	0.70 hrs	235 /hr	\$164.50

TOTAL FEES	\$1,451.00
------------	------------

TOTAL DISBURSEMENTS	\$19.00
---------------------	---------

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,470.00</b>
--------------------------------------	-------------------

#### **BILLING SUMMARY**

Papp, Annie M. - Paralegal	1.50 hrs	125 /hr	\$187.50
Merritt, Jason E.	1.00 hrs	330 /hr	\$330.00
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	0.90 hrs	310 /hr	\$279.00
Rigoni, Michelle K.	1.60 hrs	245 /hr	\$392.00
Sandy, Sarah R.	0.30 hrs	243 /hr	\$73.00
Desai, Vaishali B.	0.70 hrs	235 /hr	\$164.50

TOTAL FEES	\$1,451.00
------------	------------

TOTAL DISBURSEMENTS	\$19.00
---------------------	---------

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,470.00</b>
------------------------------------	-------------------

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

Johnson Engineering, Inc.

Remit To:

P.O. Box 2112

Fort Myers, FL 33902

Ph: 239.334.0046 Fax: 239.334.3661

Project Manager David Robson

# Invoice

July 24, 2018

Project No: 20044888-001

Invoice No: 127

FEID #59-1173834

Accounts Payable

CFM CDD

c/o Rizzetta & Company, Inc.

9530 Marketplace Road, Suite 206

Fort Myers, FL 33912

Project 20044888-001 CFM CDD General Engineering

## Professional Services through July 15, 2018

Phase 01 General Engineering

### Professional Personnel

		Hours	Rate	Amount
Principal GIS Consultant				
Lohr, Michael	6/11/2018	.50	170.00	85.00
Copy CAD files and set up for 2018 Ownership Mapping				
Lohr, Michael	6/12/2018	1.00	170.00	170.00
Collecting new parcel data for ownership maps				
Lohr, Michael	6/15/2018	1.00	170.00	170.00
Updating ownership parcels				
Lohr, Michael	6/26/2018	2.00	170.00	340.00
Updating Base map with new plat information				
Lohr, Michael	6/27/2018	2.00	170.00	340.00
Updating Landscape plan set; measure berm length along US 41				
Lohr, Michael	6/28/2018	.50	170.00	85.00
Updating base map with plat info				
Lohr, Michael	7/13/2018	1.00	170.00	170.00
Work on ownership mapping update				
Engineer IV				
Clancy, Mallory	6/11/2018	.50	125.00	62.50
CFM ownership and Landscape map updates - Coordination with drafter and M. Dady				
Clancy, Mallory	6/13/2018	.50	125.00	62.50
Asphalt repair quote request				
Clancy, Mallory	6/14/2018	.50	125.00	62.50
Concrete repair quote request				
Clancy, Mallory	6/18/2018	.50	125.00	62.50
CFM concrete sidewalk complaint, review and schedule of site visit.				
Clancy, Mallory	6/26/2018	2.00	125.00	250.00
Concrete and Asphalt in front of 2471 Crosswater Site Visit and review				
Clancy, Mallory	6/27/2018	.50	125.00	62.50
Scope and Quote request for 3471 Crosswater				
Clancy, Mallory	6/28/2018	2.00	125.00	250.00
Berm length to HOA, Board Meeting				
Clancy, Mallory	7/9/2018	.50	125.00	62.50
Review for Site inspection				

Project	20044888-001	CFM CDD General Engineering	Invoice	127
Clancy, Mallory	7/10/2018	.50	125.00	62.50
COMmunicationw ith potential concrete/asphalt contractor Haskins				
Clancy, Mallory	7/12/2018	1.00	125.00	125.00
Construction process update and review for site visit.				
Clancy, Mallory	7/13/2018	2.00	125.00	250.00
CFM Consturction and SFWMD Update, Background Research				
Totals		18.50		2,672.50
<b>Total Labor</b>				<b>2,672.50</b>
<b>Total this Phase</b>				<b>\$2,672.50</b>
<b>Total this Invoice</b>				<b>\$2,672.50</b>

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

**Due Date:** 8/16/2018

**Account Summary as of July 26, 2018**

Previous Balance	1,677.92
Payment Received - 07/20/2018	-1,677.92
Corrections	0.00
<b>Past Due Balance</b>	<b>\$0.00</b>
Current Charges - ELECTRIC	1,677.92
Adjustments, Credits, & Other Charges	0.00
<b>Total Amount Due</b>	<b>\$1,677.92</b>

**Service Address:** 3000 MAGNOLIA LANDING LN CASE ID#6806754959-T69628 NORTH FORT MYERS, FL 33917  
**SA ID#** 6571809975 Security Lt-Comm

<b>Service From 06/28/2018 to 07/26/2018</b>	
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 LED Light Energy Charge at \$1.92 each	3.84
2 units 100 LED Light Fixture Charge at \$9.13 each	18.26
295 ft of Underground Conductor at \$0.01 per ft	2.95
Power Cost Adj. (2,983.9996 kWh at \$0.0063)	18.80
<b>Summary Of Light Related Charges</b>	<b>332.68</b>
<b>Summary Of Non Electric Fixtures</b>	<b>670.08</b>
<b>Summary Of Pole Related Charges</b>	<b>586.50</b>
Gross Receipts Tax	10.37
Franchise Fee-Unincorporated Lee Co. Government	75.34
<b>Current Charge Subtotal</b>	<b>\$1,677.92</b>

atb mtl K77P12 & Co., Inc. JUL 30 2018  
Belinda Blandon Date 8/3/18  
AUG 01 2018  
001 53100 00 4307

tear here

tear here

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	\$1,677.92	\$1,677.92	08/16/2018	

**ACCOUNT NUMBER:** 6571809552

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.

**ADDRESSEE**

1359 1 AB 0.405 15-6



CFM COMMUNITY DEVELOPMENT DISTRICT  
CFM COMMUNITY DEVELOPMENT DISTRICT  
9530 MARKETPLACE RD STE 206  
FORT MYERS, FL 33912-0393

**REMIT TO**



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



0 0000006571809552 0000000000 0000167792 0000167792



Magnolia Landing Golf, LLC.  
3501 Avenida Del Vera  
North Fort Myers, FL 33917  
239.543.4146

# INVOICE

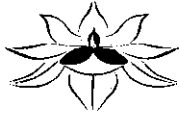
Date	Invoice #
July 1, 2018	1016

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

Due Date	Billing Period
7/31/18	July 2018

Quantity	Description	Rate	Tax	Amount
1	Aerator Agreement & Water	625.00	0.00	625.00
Date received: Rizzetta & Co., Inc. JUL 06 2018 Via email: Belinda Blandon Date 7/6/18 Date entered: JUL 06 2018 Unit: DD1 @ 538.00 OC 41414 Back: 0				
<b>Total</b>				<b>625.00</b>

# INVOICE



Magnolia Landing Golf, LLC.  
3501 Avenida Del Vera  
North Fort Myers, FL 33917  
239.543.4146

Date	Invoice #
July 1, 2018	1017

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

Due Date	Billing Period
7/31/18	July 2018

Quantity	Description	Rate	Tax	Amount
1	Aerator Utility Cost	500.00	0.00	500.00
<p><i>Date Rec'd: Mazzetta &amp; Co., Inc. JUL 06 2018</i>  <i>By: Belinda Blandon Date 7/6/18</i>  <i>Date entered JUL 06 2018</i>  <i>Inv. 001 0.53800.00 41014</i>  <i>Track:</i></p>				
<b>Total</b>				<b>500.00</b>



Magnolia Landing Golf, LLC.  
3501 Avenida Del Vera  
North Fort Myers, FL 33917  
239.543.4146

# INVOICE

Date	Invoice #
Jul 11, 2018	1021

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

Due Date	Billing Period
7/21/18	

Quantity	Description	Rate	Tax	Amount
1	Lake Bank #704-Parcel A Initial Mow - 6/27/18	750.00	0.00	750.00
<p><i>Belinda Blander</i> Date <u>7/13/18</u> JUL 12 2018 001 015380000 4602</p>				
<b>Total</b>				<b>750.00</b>

# INVOICE



Magnolia Landing Golf, LLC.  
3501 Avenida Del Vera  
North Fort Myers, FL 33917  
239.543.4146

Date	Invoice #
Aug 1, 2018	1029

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

Due Date	Billing Period
8/31/18	August 2018

Quantity	Description	Rate	Tax	Amount
1	Aerator Utility Cost	500.00	0.00	500.00
<p>"JUL 30 2018</p> <p>2018 NOV 11 AZZETTA &amp; Co., Inc. _____</p> <p>7/18 2007 Belinda Blandon Date: 8/3/18 _____</p> <p>re enter: AUG 01 2018 _____</p> <p>no 001 C-53100.00 4304 _____</p> <p>ork L _____</p>				
			<b>Total</b>	<b>500.00</b>



# INVOICE



Magnolia Landing Golf, LLC.  
3501 Avenida Del Vera  
North Fort Myers, FL 33917  
239.543.4146

Date	Invoice #
Aug 1, 2018	1030

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

Due Date	Billing Period
8/31/18	August 2018

Quantity	Description	Rate	Tax	Amount
1	Aerator Agreement & Water	625.00	0.00	625.00
<p>             ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF ALZETTA &amp; CO., INC. JUL 30 2018              By: <u>Belinda Blandon</u> Date: <u>8/3/18</u>              Date entered: <u>AUG 01 2018</u>              and <u>001</u> of <u>538000004614</u>              Check # _____           </p>				
<b>Total</b>				<b>625.00</b>



Magnolia Landing Golf, LLC.  
3501 Avenida Del Vera  
North Fort Myers, FL 33917  
239.543.4146

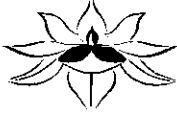
## INVOICE

Date	Invoice #
Aug 9, 2018	1031

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

Due Date	Billing Period
8/19/18	

Quantity	Description	Rate	Tax	Amount
1	Remove 5 Slash Pines on Redstone round about	350.00	0.00	350.00
JAN 05 10 12 AM 2018 Date entered Date 8/24/18 AUG 23 2018 Belinda Blandon Date 8/24/18 AUG 23 2018 001 GL 5390000 4650				
Total				350.00



Magnolia Landing Golf, LLC.  
3501 Avenida Del Vera  
North Fort Myers, FL 33917  
239.543.4146

# INVOICE

Date	Invoice #
Aug 9, 2018	996

**Bill to**  
CFM CDD  
9350 Marketplace Road  
Suite 206  
Fort Myers, FL 33912

Due Date	Billing Period
8/19/18	

Quantity	Description	Rate	Tax	Amount
3	20739 Tisbury Lane- Heron's Glen Tree Removal 2 Dead Trees; 1 Leaning Tree	375.00	0.00	375.00
<div>DATE PAID: 8/24/18 I/M APPROVED: Belinda Blandon DATE 8/24/18 DATE ENTERED: AUG 23 2018 TIME 001 GL 5390000 4650 THANK *</div>				
<b>Total</b>				<b>375.00</b>

# Magnolia Landing Master Association, Inc.

14914 Winding Creek Court  
Tampa, FL 33613  
Phone 813.374.2363 Fax 813.374.2362

DATE: June 30, 2018  
INVOICE # 342  
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 - June 2018	\$ 3,494.58
<p>date received <u>July 12 2018</u> by <u>Belinda Blandon</u> Date <u>7/13/18</u> date entered <u>JUL 12 2018</u> unit <u>001</u> # <u>53900</u> OC <u>4624</u> check # _____</p>	
TOTAL	\$ 3,494.58

Make all checks payable to Magnolia Landing Master Association Inc.

THANK YOU FOR YOUR BUSINESS!

**Magnolia Landing Master  
Association, Inc.**

**INVOICE**

14914 Winding Creek Court  
Tampa, FL 33613  
Phone 813.374.2363 Fax 813.374.2362

DATE: July 31, 2018  
INVOICE # 343  
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 - July 2018	\$ 3,494.58
<div>RECEIVED AUG 20 2018</div> <div>BY: .....</div> <div>1/M approval Belinda Blandon Date 8/21/18</div> <div>date entered AUG 20 2018</div> <div>fund 001 GL 539000C 4604</div> <div>check #</div>	
TOTAL	\$ 3,494.58

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

**THANK YOU FOR YOUR BUSINESS!**

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

# Invoice

Date	Invoice #
8/1/2018	INV0000034131

**Bill To:**

CFM CDD  
 3434 Colwell Avenue, Suite 200  
 Tampa FL 33614

Services for the month of		Terms	Client Number
August		Upon Receipt	00545
Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,416.67	\$1,416.67
Administrative Services 3100	1.00	\$450.00	\$450.00
Accounting Services 3201	1.00	\$1,258.33	\$1,258.33
Financial & Revenue Collections 3111	1.00	\$416.67	\$416.67
<p> <i>Date Rec'd Rizzetta &amp; Co., Inc. JUL 26 2018</i>  <i>By Belinda Blandon Date 7/30/18</i>  <i>Date entered JUL 26 2018</i>  <i>Fund 001 C * OC * VARIOUS</i>  <i>Check #</i> </p>			
<b>Subtotal</b>			\$3,541.67
<b>Total</b>			\$3,541.67

Rizzetta & Company, Inc.  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

# Invoice

Date	Invoice #
7/31/2018	INV0000034224

## Bill To:

CFM CDD  
 3434 Colwell Avenue, Suite 200  
 Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00545

Description	Qty	Rate	Amount
Mass Mail	349.31	\$1.00	\$349.31
<p style="text-align: center;"><b>RECEIVED</b>            AUG 09 2018</p> <p>BY: _____            Date rec'd Rizzetta &amp; Co., Inc.: _____            J/M approval <u>Belinda Blandon</u> Date <u>8/21/18</u>            Date entered <u>AUG 20 2018</u>            Fund <u>DDI</u> GL <u>51300</u> Doc <u>4803</u>            Check # _____</p>			
Subtotal			\$349.31
Total			\$349.31

**Rizzetta Technology Services**

3434 Colwell Avenue

Suite 200

Tampa FL 33614

**Invoice**

Date	Invoice #
8/1/2018	INV0000003593

**Bill To:**

CFM CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
August		00545

Description	Qty	Rate	Amount
EMail Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
<p>JUL 26 2018 RIZZETTA TECHNOLOGY, INC. Belinda Blandon Date 7/30/18 JUL 26 2018 Fund 001 51300 OC 5103 Check #</p>			
Subtotal			\$175.00
Total			\$175.00





## INVOICE

Voice: (888) 480-5253 Fax: (888) 358-0088

Invoice Number: PI-A00164230

Invoice Date: 04/01/18

PROPERTY: CFM CDD -  
Magnolia  
Landing

**SOLD TO:** CFM CDD - Magnolia Landing  
Cfm Cdd - Magnolia Landing  
c/o Rizzetta & Company  
9530 Market Place Road Ste. 206  
Ft. Myers, FL 33912

## CUSTOMER ID

C2226

## CUSTOMER PO

## Payment Terms

Due upon receipt

## Sales Rep ID

Bill Kirth

## Shipment Method

## Ship Date

## Due Date

04/01/18

Qty	Item / Description	Unit Price	Extension
1	04/01/18 - 04/30/18 Annual Lake & Pond Management Services SVR05732 Annual Lake & Pond Management Services	1,753.00	1,753.00

RECEIVED  
AUG 20 2018

Date rec'd 8/21/18 BY: Belinda Blandon  
J/M approval Belinda Blandon Date 8/21/18  
Date entered AUG 20 2018  
Fund 001 GL 53800 OC 4605  
Check # \_\_\_\_\_

## PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	1,753.00
Sales Tax	0.00
Total Invoice	1,753.00
Payment Received	
<b>TOTAL</b>	<b>1,753.00</b>



INVOICE

Voice: (888) 480-5253 Fax: (888) 358-0088

Invoice Number: PI-A00170481

Invoice Date: 05/01/18

PROPERTY: CFM CDD -  
Magnolia  
Landing

SOLD TO: CFM CDD - Magnolia Landing  
Cfm Cdd - Magnolia Landing  
c/o Rizzetta & Company  
9530 Market Place Road Ste. 206  
Ft. Myers, FL 33912

CUSTOMER ID

C2226

CUSTOMER PO

Payment Terms

Due upon receipt

Sales Rep ID

Bill Kurth

Shipment Method

Ship Date

Due Date

05/01/18

Qty	Item / Description	Unit Price	Extension
1	05/01/18 - 05/31/18 Annual Lake & Pond Management Services SVR05732 Annual Lake & Pond Management Services	1,753.00	1,753.00

RECEIVED  
AUG 20 2018

Date not entered BY: .....  
J/M approval Belinda Blandon Date 8/21/18  
Date entered AUG 20 2018  
Fund 001 GL 53800 OC 4605  
Check #

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	1,753.00
Sales Tax	0.00
Total Invoice	1,753.00
Payment Received	
<b>TOTAL</b>	<b>1,753.00</b>



# INVOICE

Voice: (888) 480-5253 Fax: (888) 358-0088

Invoice Number: PI-A00177865

Invoice Date: 06/01/18

PROPERTY: CFM CDD -  
Magnolia  
Landing

**SOLD TO:** CFM CDD - Magnolia Landing  
Cfm Cdd - Magnolia Landing  
c/o Rizzetta & Company  
9530 Market Place Road Ste. 206  
Ft. Myers, FL 33912

**CUSTOMER ID**

C2226

**CUSTOMER PO**

**Payment Terms**

Due upon receipt

**Sales Rep ID**

Bill Kirth

**Shipment Method**

**Ship Date**

**Due Date**

06/01/18

Qty	Item / Description	Unit Price	Extension
1	06/01/18 - 06/30/18 Annual Lake & Pond Management Services SVR05732 Annual Lake & Pond Management Services	1,753.00	1,753.00

RECEIVED  
AUG 20 2018

Date received BY: Belinda Blandon Date: 8/21/18  
Date entered 8/21/18  
Fund 001 GL 53800 AC 4605  
Check #

**PLEASE REMIT PAYMENT TO:**

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	1,753.00
Sales Tax	0.00
Total Invoice	1,753.00
Payment Received	
<b>TOTAL</b>	<b>1,753.00</b>

# SOLITUDE

LAKE MANAGEMENT

Voice: (888) 480-5253 Fax: (888) 358-0088

## INVOICE

Invoice Number: PI-A00185781

Invoice Date: 07/01/18

PROPERTY: CFM CDD -  
Magnolia  
Landing

**SOLD TO:** CFM CDD - Magnolia Landing  
Cfm Cdd - Magnolia Landing  
c/o Rizzetta & Company  
9530 Market Place Road Ste. 206  
Ft. Myers, FL 33912

**CUSTOMER ID**

C2226

**CUSTOMER PO**

**Payment Terms**

Due upon receipt

**Sales Rep ID**

Rill Kirth

**Shipment Method**

**Ship Date**

**Due Date**

07/01/18

Qty	Item / Description	Unit Price	Extension
1	07/01/18 - 07/31/18 Lake & Pond Management Services SVR05732 Lake & Pond Management Services	1,753.00	1,753.00

**RECEIVED**  
AUG 20 2018

**BY:** .....

Date rec'd Rizzetta & Co., Inc. ....

W/M approval Pelinda Blandon Date 8/21/18

Date entered .....

und 001 GL 53800 OC 46.05

Track # .....

**PLEASE REMIT PAYMENT TO:**

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

<b>Subtotal</b>	<b>1,753.00</b>
Sales Tax	0.00
<b>Total Invoice</b>	<b>1,753.00</b>
Payment Received	
<b>TOTAL</b>	<b>1,753.00</b>

# SOLITUDE

## LAKE MANAGEMENT

Voice: (888) 480-LAKE • Fax: (888) 358-0088

### INVOICE

PI-A00194666

Invoice Number: 08/01/18

Invoice Date:

CFM CDD - Magnolia  
Landing

PROPERTY:

SOLD TO: CFM CDD - Magnolia Landing  
c/o Rizzetta & Company  
9530 Market Place Road Ste. 206  
Ft. Myers, FL 33912

C2226 Customer ID

Customer PO

Due upon receipt Terms

Bill Kurtz Sales Rep ID

Shipping Method

Ship Date

Due Date 08/01/18

Qty	Item Description	Unit Price	Extension
1	C2226-LAKE- 08/01/18 - 08/31/18 Lake & Pond Management Services SVR05732 Lake & Pond Management Services	1,753.00	1,753.00

**RECEIVED**  
AUG 20 2018

BY: .....

Date rec'd by Rizzetta & Co., Inc.

1/M approval Belinda Blandon Date 8/21/18

AUG 20 2018

Date entered

uno 001 GL 538 00 OC 4605

check #

PLEASE REMIT PAYMENT TO:  
SOLitude Lake Management, LLC  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	
Sales Tax	1,753.00
Total Invoice	0.00
Payment Received	1,753.00
<b>TOTAL</b>	<b>1,753.00</b>



# BREEZE NEWSPAPERS

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

Statement Number	Billing Date
070276	7/31/18
Account Number	Billing Period
B19530	JULY 2018
Total Amount Due	Amount Enclosed
1011.88	

## 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	Units	Rate	Amount
		PREVIOUS BALANCE				0.00
25		DISPLAY	3X21.50	64.5		1011.88
25	PRINTED IN: BZ	COLOR				0.00
25	PRINTED IN: BZ	BZ CAPE CORAL BREEZE				
<div style="text-align: center;">             BY: .....            Date rec'd: 8/24/18            J/M approval: Pelinda Blenden            Date entered: .....            and GI OC            mark # .....         </div>						

### Message

BREEZE NEWSPAPERS PH # 239-574-1110

Totals			Ageing					
Display	Other Charges	Credits	Current	30 Days	60 Days	90 Days	Total Due	
1011.88	.00	.00	1011.88	.00	.00	.00	1011.88	
Statement Number		Billing Date		<div>Balance due upon receipt of this advertising statement</div>				
070276		7/31/18						
Account Number		Billing Period						
B19530		JULY 2018						
Contract Information			<div>BREEZE NEWSPAPERS PO Box 151306 Cape Coral, FL 33915-1306</div>					
Expiration Date		Requirement						
Current Month		Cumulative						
				<div>CFM</div>				
				<div>Salesperson</div>				
				<div>SUSAN DATO</div>				

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

Please send checks: Made out to  
Breeze Corp. to PO Box 151306,  
Cape Coral, FL 33915-1306

Office Address:  
2510 Del Prado Blvd  
Cape Coral, FL 33904  
www.breezenewspapers.com

To: CFM CDD

Date received \_\_\_\_\_

Approval \_\_\_\_\_ Date \_\_\_\_\_

Date entered \_\_\_\_\_

Fund \_\_\_\_\_ G. \_\_\_\_\_ OC \_\_\_\_\_

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

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Susan Dato	CFM CDD		

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	3x21.5 display ad that ran July 25, 2018 in the Cape Coral Breeze	\$546.96	\$546.96
1	3x21.5 display ad that ran August 1, 2018 in the Cape Coral Breeze	\$464.92	\$464.92

Thanks for your Business!

**TOTAL  
DUE**

**\$1011.88**

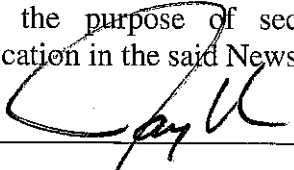
**CAPE CORAL BREEZE  
PUBLISHED CAPE CORAL, FLA**

**Affidavit of Publication**

State of Florida

County of Lee

Before the undersigned authority personally appeared Jay Hill, 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 Display Ad 3x21.5, in the matter of CFM Community Development District, as published in said newspaper in the issues of July 25, 2018. 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  
July 25, 2018  
Notary Public

  
\_\_\_\_\_





# Tab 3

Ms. Belinda Blandon  
CFM CDD  
c/o Rizzetta And Company  
9530 Marketplace Road  
Suite 206  
Fort Myers, Fl 33912

---

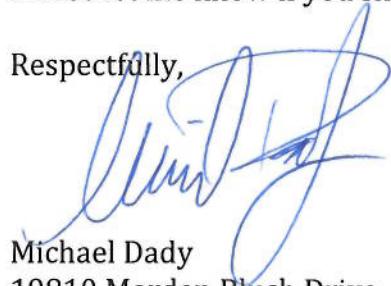
**RE: CFM CDD Board of Supervisors – Resignation**

Dear Ms. Blandon:

Please accept this letter as my resignation from the CFM CDD Board of Supervisors.  
The resignation shall become effective this day, SEPTEMBER 19, 2018.

Please let me know if you should have any questions.

Respectfully,



Michael Dady  
19810 Morden Blush Drive  
Lutz, Fl 33558

# Tab 4

**RESOLUTION 2018-10**

**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.

Joe Roethke 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 20<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

**CFM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY / ASST SECRETARY**

# Tab 5

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE CFM COMMUNITY DEVELOPMENT DISTRICT  
AND MAGNOLIA LANDING MASTER ASSOCIATION, INC.  
FOR LANDSCAPE MAINTENANCE SERVICES**

**THIS AMENDMENT**, effective as of the 1st day of January 2019, by and between:

**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 mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

**Magnolia Landing Master Association, Inc.**, a Florida not-for-profit corporation, whose address is 14914 Winding Creek Ct., Tampa, FL 33613 (the “Association”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners of Lee County, Florida, pursuant to Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, on October 13, 2011, the District and Association (the “Parties”) entered into an Agreement Between the CFM Community Development District and Magnolia Landing Master Association, Inc., for Landscape Maintenance Services; and on April 18, 2013 entered into a First Amendment to Agreement Between the CFM Community Development District and Magnolia Landing Master Association, Inc., for Landscape Maintenance Services (hereinafter collectively the “Maintenance Agreement”);

**WHEREAS**, the Parties desire to amend the Maintenance Agreement according to the terms set forth herein; and

**WHEREAS**, each of the Parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.** The above recitals are true and correct and are incorporated herein and made a part hereof as if fully rewritten.

**2.** The Maintenance Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as set forth in the below sections of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Maintenance Agreement.

3. Exhibits A & B of the Maintenance Agreement are replaced and superseded by Exhibits A & B, attached hereto. Any reference in the Maintenance Agreement to Exhibit A or Exhibit B shall be to Exhibit A or Exhibit B, respectively, as attached hereto and incorporated herein.

4. Section 5 of the Maintenance Agreement, Compensation, is hereby superseded in its entirety by the following:

**SECTION 5. COMPENSATION.** For the provision of services as set forth in this Maintenance Agreement, the District shall pay Association the sums, and according to the terms, set forth in Exhibit "C" attached hereto and made a part hereof. In the event that, during the term of this Maintenance Agreement the Association incurs an increase in the cost to perform the services hereunder, then the compensation paid to the Association shall increase in an amount equal to the increase experienced by the Association, provided, however, any adjustment for increased costs of labor or materials shall not exceed on an annual basis, the annual percentage change in the Consumer Price Index, Southern Region, All Items (1982-1984=100) issued by the Bureau of Labor Statistics (based on the calendar month which is two months prior to the anniversary of the commencement date).

The Association shall maintain records conforming to usual accounting practices. Further, the Association agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District on or about the third week of the then current month. Invoices shall be paid within 30 days. Past due invoices shall bear interest at the rate of 1.5% per annum or as they may be permitted by Florida law, whichever is lower. Each monthly invoice shall contain, at a minimum, the District's name, the Association's name, the name of the applicable contractor or subcontractor of the Association, the invoice date, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.

From time to time, but not to exceed one time in each calendar year, the District may elect to obtain competitive bids for performance of the services that are the subject of the Agreement. In exercising said election, the District shall obtain proposals from three (3) qualified vendors who regularly provide services to comparable communities in the same general area as Magnolia Landing, provided however that in the event the District is unable to reasonably obtain three (3) proposals from qualified vendors then the District may consider fewer than three proposals. Upon the receipt of said proposals, the District shall provide a copy of the same to the Association, and thereafter, at the District's election, the Association shall (i) continue to provide services under this Agreement with Association's compensation being determined as set forth herein; or (ii) continue to provide services under this Agreement with Association's compensation being equal to the average compensation derived from the proposal(s). If the Association refuses to agree to a reduction in compensation, if any, as a result of the application

of this paragraph, such refusal shall be deemed a default, and shall be subject to and dealt with in accordance with paragraph 15, hereunder.

5. Section 6 of the Maintenance Agreement is hereby superseded in its entirety by the following:

**SECTION 6. TERM.** The term of this Maintenance Agreement commences on the effective date hereof and continues through September 30, 2022, unless otherwise terminated pursuant to the terms stated herein.

6. Section 27 of the Maintenance Agreement is hereby superseded in its entirety by the following.

**SECTION 27. PUBLIC RECORDS.** Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Belinda Blandon ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Association, Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 989-0303, BBLANDON@RIZZETTA.COM, OR 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912.**



7. Following new Section 31 is added to and form a material part of the Maintenance Agreement

**SECTION 31. SCRUTINIZED COMPANIES STATEMENT.** Association certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Association is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Maintenance Agreement.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day and year set forth below.

Attest:

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

\_\_\_\_\_  
Print Name

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**CFM  
Community Development District**

\_\_\_\_\_  
Chairperson, Board of Supervisors

Date: 9-4-2018

**Magnolia Landing Master Association, Inc.**

\_\_\_\_\_  
Michael Dady, President

Date: 9-4-2018

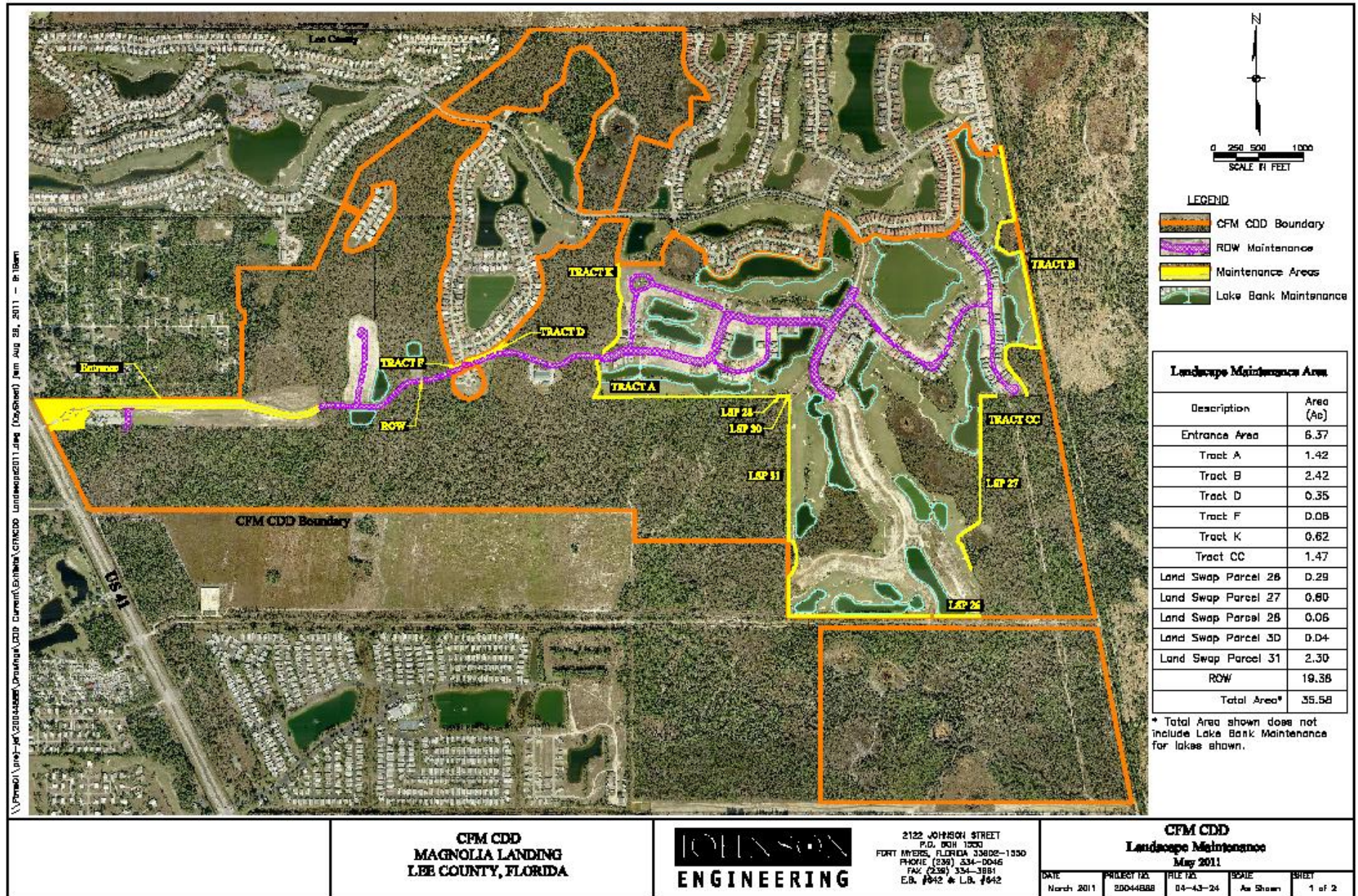


# EXHIBIT A

Current Landscape Maintenance Area May 2011

2

## Landscape Maintenance Area





# EXHIBIT A, CONTINUED

## Landscape Maintenance Additions

3



### Current Landscape Maintenance Area

Description	Area (Ac)
Entrance	6.37
Tract A, B, D, F, K & CC	6.34
Land Swap Parcels 26, 27, 28, 30 & 31	3.49
ROW (less asphalt & sidewalk)	5.52
<b>Total CFM CDD</b>	<b>21.72</b>
MLMA Fitness Center Total	2.34
<b>Current Total Landscape Area</b>	<b>24.06</b>

### Proposed Landscape Maintenance Additions (Legend)

Description	Area (Ac)
Berm Buffer 550' x 23' (avg)	.29
Hedge Buffer 445' x 55' (avg) & South Property Line 345' x 40' (avg)	.88
Parcel A & Magnolia Landing Ln ROW (less asphalt & sidewalk)	3.74
Lake Bank 704 - 3,977' x 15'	1.37
Lake Bank 703 - 2,638' x 15'	.91
Lake Bank 702 - 1,363' x 15'	.47
Lakeville Exit	.36
<b>Total CFM CDD Landscape Maintenance Additions</b>	<b>8.02</b>

**EXHIBIT B**  
**SCOPE OF WORK**

- **Mowing.** All lawn areas shall be mowed weekly March through November and bi-weekly December through February (Approximately 42 times per year). Mowing shall be performed with specific mower types and blades to provide a quality cut. Mowing patterns shall be rotated to minimize scalping and rutting. Turf Height will be dictated by season, current conditions and variety, a minimum of 3.5" - 4.5" height of the cut is recommended on St. Augustine.
- **Edging.** Drives, curbs, streets, walks and other hard surfaces shall be edged with every mowing with a metal blade edger. All completed edges shall have a perpendicular appearance. Soft edging, such as beds will occur every other mowing to avoid over detailing of bed areas; or as needed depending on growing conditions and seasonality.
- **Line Trimming.** Line trimming shall be completed at each mowing to define area around mailboxes, trees and other structures to ensure turf height is uniform.
- **Blowing/Site Cleaning.** All sidewalks, driveways and roadways will be blown off at every mowing. Trash and debris will be removed from mowing area each week to ensure trash is not shredded by mowing equipment.
- **Weed Control.** In accordance with the mowing schedule, chemical weed killer shall be applied to all weeds in bed areas and large weeds shall be pulled by hand. Drives, walks and other hard surface areas will be sprayed monthly to kill vegetation. Turf weeds will be controlled by a combined utilization of chemical spray applications to the infested areas, along with the application of impregnated turf fertilizer the first and fourth quarter fertilizations. For the purposes of this scope of work, a weed is considered to be any unintended vine, plant or growth. Contractor shall not be responsible for delays caused by strong winds and rain.
- **Shrub and Groundcover Maintenance.** Pruning shall be performed as required to maintain the natural shape and plant palette characteristics. Pruning shall include, but not limited to, the removal of vegetation that is dead, damaged or deceased. When deceased vegetation is removed, the pruning cuts shall be made deep into the healthy plant tissue to re-establish healthy growth. All trimming and pruning shall be subject to all applicable State, Federal and American National Standards Institute (ANSI) regulations. All shrubbery will be maintained on a 5-week rotation to promote healthy proper growth and a manicured appearance. Ornamental grasses shall be pruned to an approximate 12 to 18-inch height removing previous year's growth and declining foliage. This pruning shall commence in May and September. Horticulture standards will determine the consistency and uniformity of plant height and shape throughout the property.
- **Tree Maintenance.** Contractor shall be responsible for maintaining all trees along boulevards, roadways, conservation areas, and all designated neighborhoods such that no branches/limbs will overhang on sidewalks and parking areas lower than 7' feet from the ground. Lower branching on all trees shall be pruned, as needed on a 5-week rotation to keep a good canopy structure. Maximum height for this pruning shall be no more than 15'. Trees shall be pruned to maintain sight lines for vehicles and pedestrians. Trees located in nature areas shall be pruned only when their growth habit affects formal, maintenance areas.

## EXHIBIT B, CONTINUED

- **Palm Pruning.** Fronds shall be removed based on University of Florida's recommendations of 100% browning. A 9 o'clock – 3 o'clock frond orientation will be considered typical. Pygmy date palms shall receive pruning 3 times per year. Inflorescence (seedpods) and fruits shall be removed 2 times per year.
- **Fertilization.** The lawn turf treatments will consist of five blanket applications on Non-Restricted turf and four applications on Ordinance Restricted turf. Palm, tree and shrub fertilization will take place two times per year. In a County with an adopted fertilizer ordinance, the local ordinance shall prevail and serve as a guide to nutrient selection and timing. Premium product will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous landscape. Spot fertilizer will be provided when necessary at no charge to the Association. Contractor shall be responsible for any staining or damage caused to pavers, concrete walkways or driveways.
- **Insect and Disease Control.** At each mowing, Contractor shall be responsible for inspecting for and treating insect or disease related problems, including but not limited to mole crickets, chinch bugs and grubs. Chemicals will only be used on an as-needed basis and only in the general area having the problem. This procedure helps protect beneficial insects and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either health or aesthetics.
- **Irrigation.** Monthly, contractor shall inspect the irrigation system with the following service specifications:
  - Activate sprinkler system to check all zones for broken or clogged heads, broken nozzles, leaks and directional flow.
  - Adjust timing and amount of water for each zone according to the type of landscaping, number and type of irrigation heads, location, season and Water Management District requirements.
  - Adjust, clean and clear around all sprinkler heads.
  - Monitor moisture levels in all irrigated and non-irrigated areas and report any problems, that may be present during the visit.

**Irrigation Repairs.** Contractor shall perform minor irrigation repairs, as defined below, that are necessary to ensure proper water coverage to the turf and landscape areas. The total annual cost of minor irrigation repairs shall not exceed 3% of annual landscape invoices.

### **Minor Irrigation Repairs**

Repair or replace damaged heads  
Nozzle replacement  
Damaged riser replacement  
Repairs downstream from valve  
Irrigation pump repairs under \$75  
Pump house monitoring  
Irrigation trouble shooting  
Control valve and box inspections

### **Major Irrigation Repairs**

Main line repairs  
Decoder replacement  
Faulty wiring detection  
Ground wire additions  
Irrigation damaged by others  
Moving improperly placed heads  
Programming irrigation clocks  
Solenoid and valve replacement

## **EXHIBIT B, CONTINUED**

### **GENERAL TERMS**

Magnolia Landing Golf, LLC. (MLG) will not be responsible for environmental cleanup work or repairs due to acts of God, actions outside our control, including, but not limited to, underground wiring or line damage, freeze damage, strong winds, tornadoes, hurricanes, lightning, hail, winds vehicle damage, or vandals. MLG cannot be held responsible for insects, weeds, and diseases that are not prevalent or problematic and/or if no treatment is available chemically or otherwise in the county where work is to be performed at the time this contract commences. Additionally, MLG will not be responsible for plant material that is planted in inappropriate locations or is inappropriate for this region of Florida.

MLG shall not be responsible for excessive water or lack of water, when such action has been caused by actions of others (including but not limited to Government Agencies), outside of MLG's control including but not limited to actions such as changes in the watering schedule determined or made by the Association without the approval of MLG or additional watering by a Homeowner without the approval of MLG and drainage problems.

MLG will not be held responsible for long term horticultural decline when unscheduled work is performed at the request of the Association/Homeowner because of the damage it can cause to the health of the plants and/or trees.

**Landscape Warranty and Damage.** It shall be the responsibility of MLG to repair or replace any grass, shrubbery, or plants that are damaged due to lack of proper maintenance or negligence by MLG. The materials and labor shall be supplied at MLG's expense and completed within 10 working days. Any oil or chemical spillage on sidewalks, driveways or roadways caused by leaking from MLG vehicles will be the full responsibility of MLG to repair and/or clean up.

#### **Turf, Palm, Shrub, Annuals and Groundcover Exclusions:**

- Insects or diseases which are not treatable as current horticultural standards do not present viable solutions or chemical treatment is unavailable in residential areas, including but not limited to, palmetto weevil, nematodes, white grubs, whitefly, nutsedge, crabgrass, creeping charlie weeds, ganoderma or lethal yellowing disease.
- Damaged caused by animals, such as armadillos, rabbits and snakes.
- Due to the unavailability or restricted use of effective control products, the prevention or control of weedy grasses, such as crabgrass, Bermuda grass, torpedograss and select sedges are not included in the Scope of Work. The only remedy in the above-mentioned circumstances will be to "Round Up" and remove the encroaching turf types and re-sod. This will be a billable expense to the individual Homeowner or Association.
- High traffic areas and soil contamination not caused by MLG

**EXHIBIT C**  
**TERM AND COMPENSATION**

In consideration of providing quality and professional landscape services as outlined in this proposal, the District agrees to pay the monthly rates defined below:

<b>Property Type</b>	<b>Compensation per Property Type</b>
Common Grounds – CFM CDD	\$3,494.58
Common Grounds – CFM CDD (New)	\$2,862.94

The new monthly rates will be effective January 1, 2019.

**Additional Service**

Services not outlined in this proposal will be billed on a time and material basis with a minimum charge of 1 hour. Repairs over \$75 shall require advance authorization.

<b>Supplemental Pricing</b>	<b>Rate</b>
Grade A Pine Straw (cost/bale, spread on site)	\$ 5.00
St. Augustine sod laid, non-site ready (cost/square foot)	\$ 0.55
Vacant Lot Maintenance - bi-weekly May-September; as needed October-April (cost/lot)	\$ 15.00
Additional labor with truck and hand tools (cost/man hour)	\$ 30.00
Additional labor with truck and small power equipment (eg., edger, blower, etc.) (cost /man hour)	\$ 35.00
Additional labor with truck and light power equipment (e.g., 36" and 52" walk mower) (cost /man hour)	\$ 35.00
Additional labor with truck and heavy power equipment (e.g., 72" bush hog with operator) (cost/man hour)	\$ 40.00
Supervisor and Truck (cost/man hour)	\$ 40.00
General Irrigation Repairs (cost/man hour)	\$ 40.00
Irrigation Technician with one laborer & truck (cost/man hour)	\$ 70.00
General Repair (including transportation, tools, and equipment) to perform general maintenance tasks, e.g., replace light bulbs, pressure washing, painting (cost/man hour)	\$ 30.00

# Tab 6



## **RESOLUTION 2018-09**

### **A RESOLUTION SETTING FORTH THE POLICY OF THE CFM COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, OFFICERS AND STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors ("Board") and the officers and staff of the CFM Community Development District ("District") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

**WHEREAS**, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

**WHEREAS**, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

**SECTION 1.** As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, "Indemnitees") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- A.** All members of the Board of Supervisors; and
- B.** Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

**SECTION 2.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of

such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnatee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnatee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnatee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

**SECTION 3.** The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnatee while performing the duties and functions of his or her position.

**SECTION 4.** This Resolution is intended to evidence the District's support of Indemnatees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnatee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

**SECTION 5.** In the event that the District has expended funds to provide an attorney to defend a Indemnatee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

**SECTION 6.** The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnatee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full

amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

**SECTION 7.** To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- A.** The actions of the Indemnitee were outside the scope of his or her duties and authority; or
- B.** The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or
- C.** The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

**SECTION 8.** To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- A.** A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- B.** The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

**SECTION 9.** Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- A.** Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- B.** Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and

- C. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- D. Claims brought against the Indemnatee by the District's Board of Supervisors; and
- E. Any indemnification or defense prohibited by law.

**SECTION 10.** In the event legal representation or defense is provided pursuant to this Resolution, the Indemnatee may either:

- A. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- B. Retain legal counsel chosen by the Indemnatee, in which case the District shall have the right to:
  - i. Approve, in advance, any agreement for legal fees or disbursements; and
  - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
  - iii. Direct the defense and settle or compromise the action or claim; and
  - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorney's fees awarded to the Indemnatee.

**SECTION 11.** The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

**SECTION 12.** To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

**SECTION 13.** The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

**SECTION 14.** This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

**PASSED AND ADOPTED THIS 17<sup>TH</sup> DAY OF JULY, 2018.**

**ATTEST:**

**CFM COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman