



Rizzetta & Company

CFM Community Development District

**Board of Supervisors' Meeting
November 15, 2018**

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

www.cfmccd.org

**CFM
COMMUNITY DEVELOPMENT DISTRICT**

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

Board of Supervisors	Leah Popelka Scott Campbell Paul Mayotte Bob Bishop Chip Jones	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Michael Eckert	Hopping Green & Sams, P.A.
District Engineer	Andy Tilton	Johnson Engineering, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

CFM COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9530 MARKETPLACE ROAD • SUITE 206 • FORT MYERS • FLORIDA • 33912

www.cfmccd.org

November 7, 2018

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, November 15, 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 September 20, 2018..... Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Month of September 2018 Tab 2
- 4. BUSINESS ITEMS**
 - A. Discussion Regarding Accounts Receivable Balance on SPE Land
 - B. Presentation of Amended Fiscal Year 2017/2018 Budget Tab 3
 1. Consideration of Resolution 2019-01, Amending the Budget for Fiscal Year 2017/2018..... Tab 4
 - C. Acceptance of Contract for Professional District Services Tab 5
- 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 20, 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:

Leah Popelka	Board Supervisor, Vice Chairman
Paul Mayotte	Board Supervisor, Assistant Secretary
Adam Lerner	Board Supervisor, Assistant Secretary
Bob Bishop	Board Supervisor, Assistant Secretary (via speaker phone)

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Michelle Rigoni	District Counsel, Hopping Green & Sams, P.A. (via speaker phone)
Mallory Clancy	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.

Mr. Ramsey complimented Johnson Engineering on the mapping exhibits provided and inquired regarding the maintenance costs. Discussion ensued.

Ms. Streeter inquired regarding a detailed explanation related to the landscape maintenance agreement.

A resident inquired regarding the coconut grass along the ponds at the golf course; they were planted last year and appears they have died.

47 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
August 16, 2018**

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Ms. Bandon presented the Minutes of the Board of Supervisors' meeting held on August 16, 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 August 16, 2018, for the CFM Community Development District.

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FOURTH ORDER OF BUSINESS

**Consideration of the Operations and
Maintenance Expenditures for the
Month of August 2018**

Ms. Bandon provided an overview of the expenditures paid for the period of August 1-31, 2018 which totaled \$31,377.64 and asked if there were any questions related to any item of expenditure.

On a Motion by Mr. Lerner, seconded by Ms. Popelka, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month August 2018, totaling \$31,377.64, for the CFM Community Development District.

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FIFTH ORDER OF BUSINESS

**Consideration of Resignation of
Board Supervisor Mike Dady**

Ms. Bandon advised that the letter of resignation received from Mr. Dady was provided in the agenda package and asked for a motion to accept the resignation.

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Accepted the Resignation of Board Supervisor Mike Dady, for the CFM Community Development District.

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SIXTH ORDER OF BUSINESS

**Appointment of Board Supervisor to
Fill Seat #3 with a Term to Expire
November 2018**

Ms. Bandon asked if there was a nomination to fill seat #3 left vacant by the resignation of Mr. Dady.

On a Motion by Ms. Popelka, seconded by Mr. Lerner, with all in favor, the Board Appointed Mr. Scott Campbell to Seat #3, with a Term to Expire November 2018, for the CFM Community Development District.

79 Ms. Bandon administered the Oath of Office to Mr. Campbell and inquired whether
80 Mr. Campbell would like to accept or waive Supervisor Compensation. Mr. Campbell
81 advised he would like to receive Supervisor Compensation.

82

83 Mr. Lerner announced his resignation from Seat #5.

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On a Motion by Mr. Mayotte, seconded by Ms. Popelka, with all in favor, the Board Accepted the Resignation of Mr. Adam Lerner from Seat #5, for the CFM Community Development District.

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86 Ms. Popelka made a nomination to appoint Mr. Chip Jones to fill seat #5.

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88 Discussion ensued. Mr. Lerner rescinded his resignation.

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90 Ms. Popelka announced her resignation from Seat #4.

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On a Motion by Mr. Mayotte, seconded by Mr. Lerner, with all in favor, the Board Accepted the Resignation of Ms. Leah Popelka from Seat #4, for the CFM Community Development District.

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93 Ms. Bandon asked if there was a nomination to fill seat #4 left vacant by the
94 resignation of Ms. Popelka.

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On a Motion by Mr. Lerner, seconded by Mr. Campbell, with all in favor, the Board Appointed Mr. Chip Jones to Seat #4, with a Term to Expire November 2018, for the CFM Community Development District.

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97 Ms. Bandon administered the Oath of Office to Mr. Dale Jones, Jr., also known as
98 Chip, and inquired whether Mr. Jones would like to accept or waive Supervisor
99 Compensation. Mr. Jones advised he would like to receive Supervisor Compensation.

100

101 Mr. Lerner announced his resignation from Seat #5.

102

On a Motion by Mr. Campbell, seconded by Mr. Jones, with all in favor, the Board Accepted the Resignation of Mr. Adam Lerner from Seat #5, for the CFM Community Development District.

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104 Mr. Campbell made a nomination to appoint Ms. Leah Popelka to fill seat #5.

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On a Motion by Mr. Campbell, seconded by Mr. Jones, with all in favor, the Board Appointed Ms. Leah Popelka to Seat #5, with a Term to Expire November 2020, for the CFM Community Development District.

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108 Ms. Bandon administered the Oath of Office to Ms. Popelka and inquired whether
109 she would like to accept or waive Supervisor Compensation. Ms. Popelka advised she
110 would like to receive Supervisor Compensation.

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112 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2018-10,**
113 **Redesignating Officers of the District**

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115 Ms. Bandon provided an overview of the Resolution and asked if there were any
116 appointments.

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On a Motion by Mr. Jones, seconded by Mr. Campbell, with all in favor, the Board Adopted Resolution 2018-10, Designating Ms. Leah Popelka as Chairman, Designating Mr. Scott Campbell as Vice Chairman, and Designating Mr. Chip Jones, Mr. Paul Mayotte, Mr. Bob Bishop, Ms. Belinda Bandon, and Mr. Joe Roethke as Assistant Secretaries, for the CFM Community Development District.

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119 **EIGHTH ORDER OF BUSINESS** **Ratification of the Second**
120 **Amendment to the Landscape**
121 **Maintenance Agreement Between the**
122 **CFM CDD and Magnolia Landing**
123 **Master Association**

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125 Ms. Bandon provided an overview of the second amendment to the landscaping
126 agreement and asked if there were any questions. Discussion ensued.

127
128 On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Ratified
129 the Execution of the Second Amendment to the Landscape Maintenance Agreement
130 Between the CFM CDD and Magnolia Landing Master Association, for the CFM Community
131 Development District.

132
133 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2018-09,**
134 **Setting Forth the Policy of the District**
135 **Regarding the Support and Legal**
136 **Defense of the Board of Supervisors,**
137 **Officers and Staff**

138
139 Ms. Bandon and Ms. Rigoni provided an overview of the resolution and asked if there
140 were any question. There were none.

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143 On a Motion by Mr. Mayotte, seconded by Mr. Campbell, with all in favor, the Board Adopted
144 Resolution 2018-09, Setting Forth the Policy of the District Regarding the Support and Legal
145 Defense of the Board of Supervisors, Officers and Staff, for the CFM Community
146 Development District.

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148 **TENTH ORDER OF BUSINESS**

Staff Reports

149
150 A. District Counsel

151 Ms. Rigoni advised she had no report but would be happy to answer any
152 questions. There were no questions for Ms. Rigoni.

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154 B. District Engineer

155 Ms. Clancy advised that repairs were completed on Crosswater Drive and
156 she will be confirming they have been completed to the District's
157 satisfaction. She further advised that PMI is beginning repairs. Ms. Clancy
158 advised that she has completed drainage review at Redstone and Chestnut
159 Drive related to flooding and they are still working on making a
160 determination of the cause as well as possible repairs. Mr. Mayotte inquired
161 regarding the schedule for the PMI roadway work. Discussion ensued
162 regarding the schedule and obtaining a schedule from PMI. Ms. Clancy
163 clarified that work being completed this week is for work on Magnolia
164 Landing Lane to the first lift of asphalt and the work to be completed on
165 other roads are to be conducted by another vendor which includes sidewalk
166 repairs. Ms. Clancy advised she will review the coconut mat concerns she
167 advised she will also look into the roadway work being conducted on US 41.

168
169 C. District Manager

170 Ms. Bandon advised the next meeting of the Board of Supervisors is
171 scheduled for Thursday, October 18, 2018 at 11:30 a.m. Ms. Bandon
172 further provided an update regarding the issue with trespassing in the
173 conservation area; she advised that she has been in communication with
174 the Lee County Sheriff's Department and they have advised they are
175 working with FWC to stop the ATV riders.

176
177 Mr. Mayotte advised he will not be able to attend the October meeting.

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179 **ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience
Comments**

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182 Ms. Bandon opened the floor for Supervisor requests and comments. There were
183 none.

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185 **TWELFTH ORDER OF BUSINESS**

Adjournment

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On a Motion by Mr. Jones, seconded by Mr. Campbell, with all in favor, the Board adjourned the meeting at 12:09 p.m., for the CFM Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

CFM COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures September 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$45,554.86**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2018 Through September 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Adam Blake Lerner	002360	AL092018	Board of Supervisors Meeting 09/20/18	\$ 200.00
Egis Insurance Advisors, LLC	002359	7590	FL Insurance Alliance Pkg 10/1/18-10/1/19	\$ 7,601.00
Hopping Green & Sams	002362	102230	General/Monthly Legal Services 7/18	\$ 1,450.50
Hopping Green & Sams	002362	102638	General/Monthly Legal Services 08/18	\$ 4,958.68
Johnson Engineering Inc	002363	20044888-001 Inv 128	General Engineering Services 08/18	\$ 15,580.09
LCEC	002356	6571809552 08/18	Street Lights 3000 Magnolia Landing Ln 08/18	\$ 1,677.92
LCEC	002364	6571809552 9/18	Street Lights 3000 Magnolia Landing Ln 9/18	\$ 1,677.92
Leah Popelka	002368	LP092018	Board of Supervisors Meeting 09/20/18	\$ 200.00
Magnolia Landing Golf, LLC	002366	1043	Lake Bank #703, 704	\$ 1,665.00
Magnolia Landing Golf, LLC	002366	1044	Aerator Utility Cost 09/18	\$ 500.00
Magnolia Landing Golf, LLC	002366	1045	Aerator Agreement & Water 09/18	\$ 625.00
Magnolia Landing Master Association, Inc.	002365	344	Landscape Maintenance 08/18	\$ 3,494.58
Paul Mayotte	002367	PM092018	Board of Supervisors Meeting 09/20/18	\$ 200.00
Rizzetta & Company, Inc.	002357	INV0000034738	District Management Fees 09/18	\$ 3,541.67
Rizzetta Technology Services, LLC	002358	INV0000003679	Website Hosting & Email Services 09/18	\$ 175.00
Robert Bishop	002361	BB092018	Board of Supervisors Meeting 09/20/18	\$ 200.00
Solitude Lake Management LLC	002369	PI-A00202021	Monthly Lake & Pond Service 09/18	\$ 1,753.00
The Daily Breeze	002370	111488- L03434 09/18	Legal Advertising 09/18	<u>\$ 54.50</u>
Report Total				<u>\$ 45,554.86</u>

CFM CDD

Meeting Date: September 20, 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:	12:09 PM
Total Meeting Time:	39 mins

Time Over _____ () Hours:

Total at \$175 per Hour:

DM Signature:

Date Rec'd Rizzetta & Co., Inc. SEP 20 2018

Y/M approval _____ Date _____

ate entered SEP 20 2018

und 001 GL 5100 OC 1101

check # _____

INVOICE



Customer	CFM (Magnolia Landing) Community Development District
Acct #	492
Date	08/31/2018
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#7590
100118606	

Thank You

Please detach and return with payment

Customer: CFM (Magnolia Landing) Community Development District

Invoice	Effective	Transaction	Description	Amount
7590	10/01/2018	Renew policy	Policy #100118606 10/01/2018-10/01/2019 Florida Insurance Alliance Package - Renew policy Due Date: 9/30/2018 Date Rec'd Rizetta & Co., Inc. <u>SEP 14 2018</u> M approval <u>Belinda Blandon</u> Date <u>9/14/18</u> Date entered <u>SEP 14 2018</u> and <u>001</u> GL <u>1550000C</u> check # _____	7,601.00
Total				\$ 7,601.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)320-7665	Date
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	cbitner@egisadvisors.com	08/31/2018

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

August 24, 2018

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

Bill Number 102230
Billed through 07/31/2018

General Counsel/Monthly Meeting

CFMCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

07/02/18	APA	Update general election chart.	0.20 hrs
07/03/18	MCE	Review meeting minutes and provide comments.	0.20 hrs
07/06/18	JEM	Review correspondence from Dady; prepare reply to same; review materials regarding golf course access easement; prepare correspondence to Boss regarding release of Taylor Woodrow judgment lien.	0.40 hrs
07/10/18	MCE	Review Americans with Disabilities Act agreement.	0.10 hrs
07/10/18	MKR	Review ad proof regarding budget and assessment hearings.	0.20 hrs
07/11/18	JBC	Research law regarding agency, employee and independent contractor classifications; prepare memorandum regarding same.	0.10 hrs
07/11/18	APA	Update district status chart.	0.30 hrs
07/16/18	MCE	Review status of vendor contracts; review website regarding Americans with Disabilities Act issues.	0.20 hrs
07/17/18	APA	Confirm website compliance with statutes.	1.20 hrs
07/19/18	MCE	Review various agreements; assemble CDD governing documents.	0.40 hrs
07/24/18	APA	Review e-mail from district manager regarding board declining proposal to complete public facilities report; update website compliance chart.	0.30 hrs
07/25/18	APA	Prepare e-mail regarding website compliance deficiencies.	0.20 hrs
07/26/18	MCE	Follow-up regarding public facilities report.	0.30 hrs
07/26/18	APA	Review district minutes regarding history of proposal for public facilities report; prepare e-mail regarding same.	1.00 hrs
07/30/18	JEM	Review correspondence from Dady regarding access issues to parcels F and H1; confer with Dady regarding same; review correspondence from Boss; prepare reply to same; confer with Haines regarding legal descriptions.	0.90 hrs

07/31/18	MGC	Attend conference call regarding Americans with Disabilities Act website and public records; review e-mails regarding ADA website compliance; research Sunshine Law, attorney general opinions, and state and federal case law regarding same; prepare portion of memorandum regarding potential impact of ADA on website segregation.	0.20 hrs
07/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs
07/31/18	JEM	Review correspondence from Boss; prepare reply to same.	0.20 hrs
07/31/18	APA	Update district status chart.	0.20 hrs
Total fees for this matter			\$1,450.50

Date Rec'd Rizzetta & Co., Inc. AUG 28 2018
 D/M approval Belinda Blandon Date 8/31/2018
 Date entered AUG 31 2018
 Fund 001 GL 51400 OC 3107
 Check# _____

MATTER SUMMARY

Papp, Annie M. - Paralegal	3.40 hrs	125 /hr	\$425.00
Cooksey, Jennings B.	0.10 hrs	225 /hr	\$22.50
Merritt, Jason E.	1.50 hrs	330 /hr	\$495.00
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	1.20 hrs	310 /hr	\$372.00
Collazo, Mike	0.20 hrs	310 /hr	\$62.00
Rigoni, Michelle K.	0.20 hrs	245 /hr	\$49.00

TOTAL FEES \$1,450.50

TOTAL CHARGES FOR THIS MATTER \$1,450.50

BILLING SUMMARY

Papp, Annie M. - Paralegal	3.40 hrs	125 /hr	\$425.00
Cooksey, Jennings B.	0.10 hrs	225 /hr	\$22.50
Merritt, Jason E.	1.50 hrs	330 /hr	\$495.00
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	1.20 hrs	310 /hr	\$372.00
Collazo, Mike	0.20 hrs	310 /hr	\$62.00
Rigoni, Michelle K.	0.20 hrs	245 /hr	\$49.00

TOTAL FEES \$1,450.50

TOTAL CHARGES FOR THIS BILL \$1,450.50

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 17, 2018

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

Bill Number 102638
Billed through 08/31/2018

General Counsel/Monthly Meeting

CFMCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

08/07/18	MKR	Confer with Clancy regarding public facilities report requirement.	0.20 hrs
08/09/18	MCE	Confer with Dailey regarding Americans with Disabilities Act website issues; prepare for board meeting.	0.30 hrs
08/09/18	MKR	Prepare for board meeting.	0.90 hrs
08/09/18	APA	Review agenda package; prepare agenda memorandum.	1.00 hrs
08/12/18	JEM	Prepare form of access and utility easement agreement regarding parcel F and H1; prepare correspondence to Haines.	1.60 hrs
08/13/18	JEM	Revise parcel F and H1 easement agreements; review correspondence from Haines; prepare reply to same; work on issues regarding conveyance of golf course strips.	0.80 hrs
08/14/18	JEM	Review correspondence from Haines; prepare reply to same; review correspondence from Dady.	0.10 hrs
08/14/18	MKR	Review revised agenda.	0.30 hrs
08/14/18	APA	Review updated agenda package; revise agenda memorandum.	0.80 hrs
08/15/18	MCE	Prepare for and travel to board meeting.	0.90 hrs
08/16/18	MCE	Prepare for, travel to and attend board meeting; return travel; meeting follow-up.	2.10 hrs
08/17/18	APA	Prepare e-mail to district regarding follow-up items from board meeting.	0.40 hrs
08/20/18	MKR	Review meeting follow-up; prepare agreement regarding roadway repair.	0.60 hrs
08/21/18	MCE	Research easement issues; prepare roadway agreement.	0.80 hrs
08/21/18	JEM	Review parcels F and H1 access issues.	0.20 hrs
08/21/18	MKR	Prepare roadway repair agreement.	0.30 hrs

08/22/18	JEM	Coordinate recording of conveyance documentation regarding transfer of golf course strips; prepare correspondence to Dady and Lawson regarding recorded documents.	0.30 hrs
08/22/18	MKR	Prepare roadway repair agreement.	0.20 hrs
08/23/18	JEM	Revise parcels F and H1 access easements; prepare correspondence to Dady regarding same.	0.30 hrs
08/23/18	APA	Update website compliance chart; follow-up regarding budget resolutions.	0.30 hrs
08/24/18	JEM	Review correspondence from Dady; prepare reply to same.	0.10 hrs
08/27/18	JEM	Prepare correspondence to Dady.	0.10 hrs
08/27/18	APA	Prepare e-mail to district regarding follow-up items from board meeting.	0.40 hrs
08/28/18	JEM	Review correspondence from Dady; prepare correspondence to Lawson; review correspondence from Sharpe; review issues regarding golf course access easement.	1.00 hrs
08/29/18	MKR	Review meeting minutes and provide comments; review proposed amendment to landscape maintenance agreement with Magnolia Landing Master Association; compare same with existing agreement and provide comments; confer with Blandon regarding same.	2.10 hrs
08/31/18	MGC	Research audio/video minutes issue regarding Americans with Disabilities Act website accessibility; prepare memorandum regarding same; research extent to which past and present public records must be made ADA accessible; review and revise memorandum; forward same for review and comment.	0.10 hrs
08/31/18	JLK	Review and edit memorandum regarding Americans with Disabilities Act website standards; attend conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding same; transmit information to district manager on same.	0.10 hrs
08/31/18	MKR	Review correspondence regarding landscape maintenance agreement with Magnolia Landing Master Association; prepare correspondence regarding same.	0.50 hrs

Total fees for this matter \$4,424.00

DISBURSEMENTS

Document Reproduction	18.50
Travel	69.59
Travel - Meals	16.49
Recording Fees	430.10
Total disbursements for this matter	\$534.68

MATTER SUMMARY

Papp, Annie M. - Paralegal	2.90 hrs	125 /hr	\$362.50
Merritt, Jason E.	4.50 hrs	330 /hr	\$1,485.00

Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	4.10 hrs	310 /hr	\$1,271.00
Collazo, Mike	0.10 hrs	310 /hr	\$31.00
Rigoni, Michelle K.	5.10 hrs	245 /hr	\$1,249.50

TOTAL FEES			\$4,424.00
TOTAL DISBURSEMENTS			\$534.68

TOTAL CHARGES FOR THIS MATTER			\$4,958.68
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BILLING SUMMARY

Papp, Annie M. - Paralegal	2.90 hrs	125 /hr	\$362.50
Merritt, Jason E.	4.50 hrs	330 /hr	\$1,485.00
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	4.10 hrs	310 /hr	\$1,271.00
Collazo, Mike	0.10 hrs	310 /hr	\$31.00
Rigoni, Michelle K.	5.10 hrs	245 /hr	\$1,249.50

TOTAL FEES			\$4,424.00
TOTAL DISBURSEMENTS			\$534.68

TOTAL CHARGES FOR THIS BILL			\$4,958.68
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Please include the bill number on your check.

Date Rec'd Rizzetta & Co., Inc. SEP 20 2018

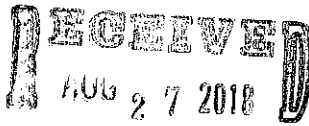
D/M approval Belinda Blandon Date 9/21/18

Date entered SEP 20 2018

Fund 001 GL5400 003107

Check# _____

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



Invoice

Project Manager Mallory Clancy

August 23, 2018
 Project No: 20044888-001
 Invoice No: 128

Accounts Payable
 CFM CDD
 c/o Rizzetta & Company, Inc.
 9530 Marketplace Road, Suite 206
 Fort Myers, FL 33912

BY: Belinda Blandon
 Date Rec'd 8/31/18
 Date entered AUG 31 2018
 Check # 001 GL 51300 OC 3103

Project 20044888-001 CFM CDD General Engineering

Professional Services through August 12, 2018

Phase 01 General Engineering

Professional Personnel

	Hours	Rate	Amount
Three Man Party			
Hernandez, Israel 8/8/2018	8.00	160.00	1,280.00
STAKED AND LOCATED LIMITS OF CDD CONSERVATION AREA AS-WELL HAD TO CUT LINE.			
Two Man Party			
Broom, Blake 8/7/2018	8.00	135.00	1,080.00
STAKED LIMIT OF CDD CONSERVATION AREA			
Broom, Blake 8/8/2018	8.00	135.00	1,080.00
STAKED LIMIT OF CDD CONSERVATION AREA			
Hernandez, Israel 8/7/2018	8.00	135.00	1,080.00
LOCATED PROPERTY CORNERS THEN STAKED CDD CONSERVATION AREA AS-WELL HAD TO CUT LINE.			
Principal GIS Consultant			
Lohr, Michael 7/16/2018	1.50	170.00	255.00
Ownership mapping update			
Lohr, Michael 7/17/2018	2.50	170.00	425.00
NPDES Inspection report and ownership mapping update			
Lohr, Michael 7/19/2018	3.00	170.00	510.00
NPDES Report updating inspection database and print draft report.			
Lohr, Michael 7/30/2018	2.50	170.00	425.00
Ownership mapping and NPDES Report revisions			
Lohr, Michael 7/31/2018	1.50	170.00	255.00
CFMCDD NPDES map exhibit			
Lohr, Michael 8/3/2018	1.00	170.00	170.00
Add ownership names and lake IDs			
Lohr, Michael 8/6/2018	.50	170.00	85.00
Calcing areas for Parcel A tracts			
Lohr, Michael 8/7/2018	1.00	170.00	170.00
Sarasota Inquiry on Flowmeter testing			
Lohr, Michael 8/10/2018	1.00	170.00	170.00
Labeling ownership map exhibit enlargements			
GIS Consultant III			
Lohr, Paul 7/17/2018	.75	135.00	101.25
CFM CDD. Working on NPDES report and database. Requested by Mike Lohr.			

Project	20044888-001	CFM CDD General Engineering			Invoice	128
Lohr, Paul	7/20/2018	2.25	135.00		303.75	
CFM CDD. Working on Ownership Map. Requested by Mike Lohr.						
Lohr, Paul	7/23/2018	7.50	135.00		1,012.50	
CFM CDD. Working on ownership categories for Ownership Map. Requested by Mike Lohr.						
Lohr, Paul	7/24/2018	5.25	135.00		708.75	
CFM CDD. Working on tract boundaries for Ownership Map and Landscape Map. Requested by Mike Lohr.						
Lohr, Paul	7/25/2018	7.25	135.00		978.75	
CFM CDD. Working on tract boundaries for Ownership Map and Landscape Map. Requested by Mike Lohr.						
Lohr, Paul	7/27/2018	7.50	135.00		1,012.50	
CFM CDD. Working on Ownership Map. Requested by Mike Lohr.						
Lohr, Paul	7/30/2018	1.50	135.00		202.50	
CFM CDD. Rework Ownership Map to become map for client approval of ownership boundaries. Send to Mike Lohr for review. Requested by Mike Lohr.						
Lohr, Paul	8/7/2018	1.25	135.00		168.75	
CFM CDD. Revisions to ownership map. Check on source of lake banks. Turn on lake easements. Requested by Mallory Clancy.						
Lohr, Paul	8/7/2018	1.50	135.00		202.50	
CFM CDD. Revisions to ownership map. Requested by Mallory Clancy.						
Professional Surveyor & Mapper III						
Texter, Mark	8/7/2018	.25	125.00		31.25	
Field Coordination						
Texter, Mark	8/8/2018	.25	125.00		31.25	
Field Coordination						
Professional Surveyor & Mapper IV						
Haines, Mark	8/6/2018	1.00	150.00		150.00	
Scheduling and coordination for staking of easement lines for CDD,						
Haines, Mark	8/7/2018	.50	150.00		75.00	
Brief field crew on staking of easement lines - Office support.						
Haines, Mark	8/8/2018	.25	150.00		37.50	
Staking of conservation easements - review status with crew.						
Haines, Mark	8/9/2018	1.50	150.00		225.00	
Process data files for staked points along easement lines. Prepare exhibit for photos.						
Technician IV						
Daniels, Richard	8/6/2018	3.00	100.00		300.00	
Prepare calcs for staking west line of ML CE 2 and 12						
Technician II						
Keen, Cynthia	7/30/2018	.50	65.00		32.50	
Public Facilities Report correspondence research in D Robson emails to M Clancy						
Keen, Cynthia	8/7/2018	.50	65.00		32.50	
Public Facilities Report information to M Clancy, add Michelle Rigoni, District Council contact information to files						
Engineer Intern III						
Burford, Brent	7/19/2018	.50	115.00		57.50	
Review exhibits.						
Engineer IV						
Clancy, Mallory	7/16/2018	3.00	125.00		375.00	
Site Inspection, Document collection and research, Memo-update						
Clancy, Mallory	7/19/2018	1.50	125.00		187.50	
Memo- review of construction and SFWMD update, Review of photos from belinsa.						

Project	20044888-001	CFM CDD General Engineering	Invoice	128
Clancy, Mallory	7/23/2018	.50	125.00	62.50
Ownership map updates - documentation discussion with Drafter.				
Clancy, Mallory	7/24/2018	.50	125.00	62.50
Executed contrac to Contractor				
Clancy, Mallory	7/25/2018	1.50	125.00	187.50
Site visit and assessment of Castle Pines Dr Asphalt				
Clancy, Mallory	7/26/2018	.50	125.00	62.50
Castle Pines review and conclusions				
Clancy, Mallory	7/27/2018	1.50	125.00	187.50
Castle Pines assessment and Contacting B.Blandon. Review and research for Ownership/Landscape Map				
Clancy, Mallory	7/30/2018	1.50	125.00	187.50
Ownership map completion to Client, Haskins Contract coordination, scheduling Slope determination at Castle Pines				
Clancy, Mallory	8/1/2018	2.00	125.00	250.00
Public Facilities Report - Background from D Robson, Email Belinda with Ownership Map/SFWMD Non Compliance at Conservation Area bounday				
Clancy, Mallory	8/3/2018	1.00	125.00	125.00
SFWMD Preserve Boundary email from marie - discussion with Heron's Glen and B Blandon.				
Engineer V				
Clancy, Mallory	8/6/2018	6.00	135.00	810.00
Schedule Boundary staking for SFWMD, correspondance with Herons Glen, Belinda Blandon, Ownership Map research and markups, Slope measurements for 20841 Castle Pines, Corresp. with Haskins, Inc re concrete quote				
Clancy, Mallory	8/7/2018	1.00	135.00	135.00
Discussion with Council re Public Facilities Report				
Clancy, Mallory	8/9/2018	1.50	135.00	202.50
Survey staking update, and update on Construction and SFWMD for Board Meeting				
Engineer IX				
Tilton, Andrew	8/4/2018	.25	190.00	47.50
Respond to question on working on adjacent property "re: SFWMD Compliance"				
Totals		111.75		15,531.25
Total Labor				15,531.25
Total this Phase				\$15,531.25

Phase	REIM	Reimbursables		
Unit Billing				
8/6/2018		18.0 Lath @ 0.74		13.32
8/7/2018		18.0 Lath @ 0.74		13.32
8/8/2018		15.0 Lath @ 0.74		11.10
8/8/2018		15.0 Lath @ 0.74		11.10
Total Units				48.84
Total this Phase				\$48.84
Total this Invoice				\$15,580.09

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

Due Date: **9/12/2018**

Account Summary as of August 22, 2018

Previous Balance	1,677.92
Payment Received - 08/16/2018	-1,677.92
Corrections	0.00
Past Due Balance	\$0.00
Current Charges - ELECTRIC	1,677.92
Adjustments, Credits, & Other Charges	0.00
Total Amount Due	\$1,677.92

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

Service From **07/27/2018 to 08/22/2018**

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

Summary Of Light Related Charges	332.68
Summary Of Non Electric Fixtures	670.08
Summary Of Pole Related Charges	586.50
Gross Receipts Tax	10.37
Franchise Fee-Unincorporated Lee Co. Government	75.34
Current Charge Subtotal	\$1,677.92

RECEIVED
AUG 27 2018

BY:

Date rec'd at Rizzella & Co., Inc.

M/M approval Belinda Blandon Date 8/31/18

Date entered AUG 31 2018

fund 001 GL 53100 OC 4307

check # _____

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	09/12/2018	

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

1360 1 AB 0.405 16-6



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



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

Due Date: 10/8/2018

Account Summary as of September 16, 2018

Previous Balance	1,677.92
Payment Received - 09/14/2018	-1,677.92
Corrections	0.00
Past Due Balance	\$0.00
Current Charges - ELECTRIC	1,677.92
Adjustments, Credits, & Other Charges	0.00
Total Amount Due	\$1,677.92

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

Service From 08/23/2018 to 09/16/2018

46 13' Decorative Pole at \$12.75 each	586.50
46 units 150 Decorative Lights Energy Charge at \$6.74 each	310.04
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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
Summary Of Light Related Charges	332.68
Summary Of Non Electric Fixtures	670.08
Summary Of Pole Related Charges	586.50
Gross Receipts Tax	10.37
Franchise Fee-Unincorporated Lee Co. Government	75.34
Current Charge Subtotal	\$1,677.92

ate Rec'd Rizzetta & Co., Inc. SEP 24 2018

/M approval Belinda Blandon Date 9/24/18

ate entered _____

und 001 GL 53100 OC 4307

heck # _____

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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	10/08/2018	

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

1245 1 AB 0.405 11-5



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

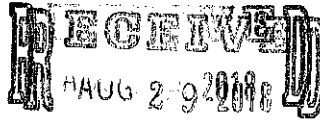


0 0000006571809552 0000000000 0000167792 0000167792

INVOICE



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



DATE RECEIVED: 8/31/18
 BY: Belinda Blandon
 DATE: AUG 31 2018
 FUND: 001 GL: 53800 OC: 4602

Date	Invoice #
Aug 29, 2018	1043

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

Due Date	Billing Period
9/30/18	Initial Mow 7/25/18 – 8/15/18

Quantity	Description	Rate	Tax	Amount
1	Lake Bank 703-Parcel A (Approx. 1.67 acres) Initial Mow 7/31	525.00	0.00	525.00
1	Lake Bank 702-Parcel A (Approx. .86 acres) Initial Mow 8/15	280.00	0.00	280.00
1	South Property Border-Parcel A (Approx. 1,300' x 20', .6 Acres) Initial Mow 8/15	180.00	0.00	180.00
1	Lakeville Exit (Approx. .36 acres) Initial Mow 8/6	125.00	0.00	125.00
1	US 41 Berm Buffer & Hedge (Approx. 1.45 Acres) Initial Mow 7/25	430.00	0.00	430.00
1	MLL ROW Additions Phase 1-Parcel A (Approx. 675' x 25', .38 Acres) Initial Mow 7/31	125.00	0.00	125.00
			Total	1,665.00

INVOICE

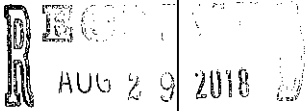


Magnolia Landing Golf, LLC.
 3501 Avenida Del Vera
 North Fort Myers, FL 33917
 239.543.4146

Date	Invoice #
Sep 1, 2018	1044

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

Due Date	Billing Period
9/30/18	September 2018

Quantity	Description	Rate	Tax	Amount
1	Aerator Utility Cost	500.00	0.00	500.00
				
BY:				
Date rec'd nizzetta				
D/M approval <u>Belinda Blandon</u> Date: <u>8/31/18</u>				
Date entered <u>AUG 31 2018</u>				
Fund <u>001</u> Gl <u>53100</u> <u>4304</u>				
Check #				
			Total	500.00

INVOICE



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

Date	Invoice #
Sep 1, 2018	1045

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

Due Date	Billing Period
9/30/18	September 2018

Quantity	Description	Rate	Tax	Amount
1	Aerator Agreement & Water	625.00	0.00	625.00
			Total	625.00

RECEIVED
 AUG 29 2018

Date received BY:

O/M approval *Belinda Blandon* Date 8/31/18

Date entered **AUG 31 2018**

Fund **001** GL **53800** DC **4414**

Check #

Magnolia Landing Master Association, Inc.

INVOICE

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

DATE: August 31, 2018
INVOICE # 344
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 2018 [Handwritten notes and signatures: ... approval <u>Belinda Blandon</u> Date <u>9/21/18</u> ... entered <u>SEP 20 2018</u> ... CDD <u>GL53907 OC 4/604</u> ...]	\$ 3,494.58
TOTAL	\$ 3,494.58

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

THANK YOU FOR YOUR BUSINESS!

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

Invoice

Date	Invoice #
9/1/2018	INV0000034738

Bill To:

CFM CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

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

Description	Qty	Rate	Amount
District Management Services	1.00	\$1,416.67	\$1,416.67
Administrative Services	1.00	\$450.00	\$450.00
Accounting Services	1.00	\$1,258.33	\$1,258.33
Financial & Revenue Collections	1.00	\$416.67	\$416.67

RECEIVED
 AUG 28 2018

BY:

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 8/31/18 BY Belinda Blandon
 DATE ENTERED AUG 31 2018
 TIME 501 GL 51300 00 #
 Varbur

Subtotal	\$3,541.67
Total	\$3,541.67

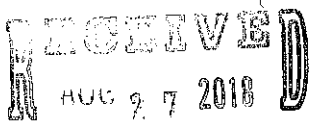
Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
9/1/2018	INV0000003679

Bill To:

CFM CDD
 3434 Colwell Avenue, Suite 200
 Tampa FL 33614

Description	Services for the month of		Terms	Client Number
	September			00545
	Qty	Rate	Amount	
EEmail Hosting	5	\$15.00	\$75.00	
Website Hosting Services	1	\$100.00	\$100.00	
 BY: V/M approval <u>Belinda Blandon</u> Date <u>8/31/18</u> Date entered <u>AUG 31 2018</u> Fund <u>001</u> GL <u>5130.00C 5103</u> Check # _____				
Subtotal			\$175.00	
Total			\$175.00	



INVOICE

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

Invoice Number: PI-A00202021
Invoice Date: 09/01/18

PROPERTY: CFM CDD -
 Magnolia
 Landing

SOLD TO: 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

09/01/18

Qty	Item / Description	Unit Price	Extension
1	09/01/18 - 09/30/18 Lake & Pond Management Services SVR05732 Lake & Pond Management Services	1,753.00	1,753.00

Date received RIZZETTA & CO., INC. SEP 07 2018

W/M approval Belinda Blandon Date 9/7/18

Date entered SEP 07 2018

fund DD1 GL538000C 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	
TOTAL	1,753.00

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL
33904
(239) 574-1110

CFM/CDD
12750 CITRUS PARK LANE
SUITE 115
TAMPA, FL

09/11/2018 12:28:52PM

33625

No: 111488

Phone: 239 936-0913

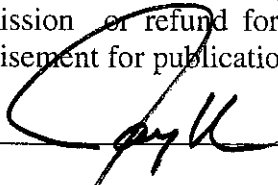
Ad No 111488	Customer No: L03434	Start Date 09-12-2018	Stop Date 09-12-2018	Category: Legals	Classification: MISCELLANEOUS				
Order No	Rate: LA	Lines: 109	Words: 361	Inches: 10.60	Cost 54.50	Payments .00	Balance 54.50		
Publications ... Runs Breeze Legals ... 1 Online Legals ... 1		Solicitor: SM	Origin: 17	Sales Rep: 3	Credit Card	Credit Card Number	Card Expire		
<table border="1" style="width: 100%;"> <tr> <td align="center">Identifier</td> </tr> <tr> <td> NOTICE OF PUBLIC MEETING CFM COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors of the CFM Community </td> </tr> </table> <p align="right"> <i>Belinda Blandon</i> Date <u>9/21/18</u> O/M approval Date entered SEP 20 2018 and <u>OO</u> GL 51300 OC 4801 Check # _____ </p>								Identifier	NOTICE OF PUBLIC MEETING CFM COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors of the CFM Community
Identifier									
NOTICE OF PUBLIC MEETING CFM COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors of the CFM Community									
*Extend Expiration Date									

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

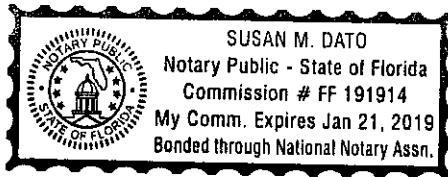
Affidavit of Publication

State of Florida
County of Lee

Before the undersigned authority personally appeared 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 Legal Notice, in the matter of Notice of Public Meeting CFM Community Development District, as published in said newspaper in the issues of September 12, 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
September 12, 2018
Notary Public


111488

**NOTICE OF PUBLIC MEETING
CFM COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the CFM Community Development District ("District") will hold a regular meeting on Thursday, September 20, 2018, at 11:30 a.m. at the offices of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. A copy of the agenda for the meeting can be obtained from the District Office at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 or by phone at (239) 936-0913. Additionally, a copy of the agenda, along with any meeting materials available in an electronic format, may be obtained at www.cfmcd.org. 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. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. A speaker telephone will be present at the above location so that any Board Supervisor or staff member can attend the meeting by telephone and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

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 meetings. 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.

A 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 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 based.

Belinda Blandon
District Manager
Run Date: 09/12/2018
111488

Tab 3

**Amended Budget
CFM Community Development District
General Fund
Fiscal Year 2017/2018**

Chart of Accounts Classification	Budget for 2017/2018
REVENUES	
Special Assessments	
Tax Roll*	\$ 86,985.00
Off Roll*	\$ 279,413
Other Misc. Revenues	
Mitigation Project Revenue	\$ 293,869
TOTAL REVENUES	\$ 660,267
TOTAL REVENUES AND BALANCE FORWARD	\$ 660,267
EXPENDITURES - ADMINISTRATIVE	
Legislative	
Supervisor Fees	\$ 11,000
Financial & Administrative	
Administrative Services	\$ 5,400
District Management	\$ 17,000
District Engineer	\$ 18,500
Disclosure Report	\$ 5,000
Trustees Fees	\$ 12,500
Tax Collector Property Appraiser Fees	\$ 338
Assessment Roll	\$ 5,000
Financial & Revenue Collections	\$ 5,000
Accounting Services	\$ 15,100
Auditing Services	\$ 4,200
Arbitrage Rebate Calculation	\$ 650
Public Officials Liability Insurance	\$ 3,025
Legal Advertising	\$ 1,000
Dues, Licenses & Fees	\$ 735
Property Taxes	\$ 50
Website Hosting, Maintenance, Backup (and Email)	\$ 1,200
Legal Counsel	
District Counsel	\$ 30,000
Administrative Subtotal	\$ 135,698
EXPENDITURES - FIELD OPERATIONS	
Security Operations	
Security Services and Patrols	\$ 1,800
Electric Utility Services	
Utility Services	\$ 6,000
Street Lights	\$ 24,000
Stormwater Control	
Aquatic Maintenance	\$ 21,036
Fountain Service Repairs & Maintenance	\$ 8,100
Lake/Pond Bank Maintenance	\$ 13,877
Wetland Monitoring & Maintenance	\$ 60,000
Other Physical Environment	
General Liability Insurance	\$ 3,575
Property Insurance	\$ 1,761
Landscape Maintenance	\$ 42,000
Irrigation Repairs	\$ 2,900
Landscape Miscellaneous	\$ 2,351
Landscape Replacement Plants, Shrubs, Trees	\$ 4,500
Road & Street Facilities	
Street/ Parking Lot Sweeping	\$ 5,700
Roadway Repair and Maintenance	\$ 2,100
Sidewalk Repair & Maintenance	\$ 1,000
Street Sign Repair & Replacement	\$ 1,000
Contingency	
Miscellaneous Contingency- Mitigation Project	\$ 322,869
Field Operations Subtotal	\$ 524,569
TOTAL EXPENDITURES	\$ 660,267
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

Tab 4

RESOLUTION 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2017/2018, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 17, 2017, the Board of Supervisors of the CFM Community Development District (“**Board**”), adopted Resolution 2017-08 providing for the adoption of the District’s Fiscal Year 2017/2018 annual budget (“**Budget**”); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2017-08 authorize the Board to amend the Budget within 60 days following the end of the Fiscal Year 2017/2018; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2017/2018.

- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for the CFM Community Development District for the fiscal year ending September 30, 2018, as amended and adopted by the Board of Supervisors effective November 15, 2018.”

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the CFM Community Development District, the fiscal year beginning October 1, 2017, and ending September 30, 2018, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$660,267.00
DEBT SERVICE FUND, SERIES 2004A	\$467,117.88
TOTAL ALL FUNDS	\$1,127,384.88

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2017-08, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2017-08 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect as of November 15, 2018.

Introduced, considered favorably, and adopted this 15th day of November, 2018.

ATTEST:

**CFM COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2017/2018 Budget

Exhibit A
Amended Fiscal Year 2017/2018 Budget

[See attached]

Tab 5

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: October 1, 2018

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **CFM COMMUNITY DEVELOPMENT DISTRICT**
9530 Marketplace Road
Suite 206
Fort Myers, Florida 33912

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

A. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;

- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.

- III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.
- VI. FEES AND EXPENSES; PAYMENT TERMS.**
- A. FEES AND EXPENSES.**
- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
 - ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.

- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

IX. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

X. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

XI. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Lee County, Florida.
- D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- F.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be

named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

XVI. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 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 the Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant'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 the Consultant, the Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR

**MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA,
FLORIDA 33614.**

XVII. NOTICES. All notices, requests, consents and other communications under this Contract (“**Notices**”) shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: CFM Community
Development District
9530 Marketplace Road, Suite 206
Fort Myers, FL 33912
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
P.O. Box 6526
Tallahassee, FL 32314
Attn: District Counsel

If to the Consultant: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 contained in this Contract 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 the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

XVIII. EFFECTIVE DATE. This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.

XIX. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.

XX. AGREEMENT; CONFLICTS. This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.

- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Signature

Print Name

CFM COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST: _____
Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy

EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 4. Provide Form 1 Financial Disclosure documents for Board Members
 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.

15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.

- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.

- c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals

- d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement

- 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
- 4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
- 5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

- 1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
- 2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
- 3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

- 1. Prepare and follow risk management policies and procedures.
- 2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- 3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
- 4. Review insurance policies and coverage amounts of District vendors.
- 5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
- 6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

- 1. Provide payoff information and pre-payment amounts as requested by property owners.
- 2. Monitor, collect and maintain records of prepayment of assessments.

3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D of this Contract for responsibilities;**

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	ANNUAL
Management:	\$17,000.00
Administrative:	\$ 5,400.00
Accounting:	\$17,040.00
Financial & Revenue Collections:	\$ 5,000.00
Assessment Roll (1) :	\$ 5,000.00
Total Standard On-Going Services:	\$49,440.00

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 175
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES: Hourly Upon Request

ADDITIONAL THIRD PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:		
Lot/ Home owner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request

EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

EXHIBIT D
Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.