



Rizzetta & Company

CFM **Community Development District**

Board of Supervisors' Meeting March 18, 2021

**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	Chairman
Scott Campbell	Vice Chairman
Paul Mayotte	Assistant Secretary
Chip Jones	Assistant Secretary
Sue Streeter	Assistant Secretary

District Manager

Belinda Blandon	Rizzetta & Company, Inc.
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District Counsel

Tucker Mackie	Hopping Green & Sams, P.A.
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District Engineer

Brent Burford	Johnson Engineering, Inc.
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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.CFMcdd.org

March 10, 2021

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, March 18, 2021 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 February 18, 2021 Tab 1
 - B. Consideration of the Operation and Maintenance Expenditures for the Month of February 2021 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Audit Committee Recommendation
 - B. Discussion and Consideration of Addenda to Agreement for Landscape Maintenance Services between Magnolia Landing Golf LLC and Magnolia Landing Master Association Inc Tab 3
 - C. Consideration of Proposal for Clean Up of Fence Between Kaidon Lane and Crosswater Drive Tab 4
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

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

Very truly yours,

Belinda Blandon

Belinda Blandon
District Manager

cc: Tucker Mackie, 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, February 18, 2021 at 11:31 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912

Present and constituting a quorum:

Leah Popelka	Board Supervisor, Chairman
Scott Campbell	Board Supervisor, Vice Chairman
	(via speaker phone)
Sue Streeter	Board Supervisor, Assistant Secretary
Paul Mayotte	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Hopping Green & Sams, P.A.
	(via speaker phone)
Deb Sier	District Counsel, Hopping Green & Sams, P.A.
	(via speaker phone)
Brent Burford	District Engineer, Johnson Engineering
	(via speaker phone)
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 to public comment. There were no questions or comments from the members of the public.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
January 21, 2021**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on January 21, 2021. She asked if there were any questions related to the minutes. There were none.

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On a Motion by Ms. Streeter, seconded by Ms. Popelka, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on January 21, 2021, for the CFM Community Development District.

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50 **FOURTH ORDER OF BUSINESS**

**Consideration of the Operations and
Maintenance Expenditures for the
Month of January 2021**

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Ms. Blandon advised that the operations and maintenance expenditures for the period of January 1-31, 2021 total \$48,009.53. She asked if there were any questions regarding the expenditures. There were none.

On a Motion by Mr. Mayotte, seconded by Ms. Streeter, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of January 2021 (\$48,009.53), for the CFM Community Development District.

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59 **FIFTH ORDER OF BUSINESS**

**Appointment of an Audit Committee
and Scheduling of the First Meeting of
the Committee**

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Ms. Blandon provided an overview of the Auditor selection process and asked the Board to appoint an Audit Committee and set the first meeting of the Committee; she recommended that the Board set the first meeting of the Committee for March 18, 2021 at 11:30 a.m.

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On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Appointed Itself as the Audit Committee and Set the First Meeting of the Audit Committee for Tuesday, March 18, 2021 at 11:30 a.m., to be held at the Office of Rizzetta & Company Inc., Located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, for the CFM Community Development District.

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74 **SIXTH ORDER OF BUSINESS**

**Ratification of Corrective Quit Claim
Deed Related to Parcel 2B**

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Ms. Mackie provided an overview of the Corrective Quit Claim Deed advising that there was a scrivener's error in the property descriptions in the original Quit Claim Deed and so this Corrective Quit Claim Deed will correct that error. She asked if there were any questions.

On a Motion by Ms. Popelka, seconded by Ms. Streeter, with all in favor, the Board Ratified the Chair's Execution of the Corrective Quit Claim Deed Related to Parcel 2B, for the CFM Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Magnolia Landing
Golf Proposal for Annual Ground
Cover**

Ms. Blandon provided an overview of the proposal received from Magnolia Landing Golf for annual ground cover, in the amount of \$14,224.00, advising that this proposal is for pine straw and mulch and asked if there were any questions. Ms. Streeter inquired as to whether it is necessary for the District to mulch Dady Chase Lane as well as Lakeville exit. Discussion ensued. Mr. Mayotte recommended removal of Dady Chase Lane and the Lakeville exit from the proposal.

On a Motion by Mr. Mayotte, seconded by Ms. Streeter, with all in favor, the Board Approved the Magnolia Landing Golf Proposal for Annual Ground Cover, Subject to Removal of Dady Chase Lane and the Lakeville Exit, for the CFM Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Proposals for
Sidewalk Repairs**

Mr. Mayotte inquired as to the status of the repair at the resident's driveway and the valve box. Mr. Burford advised that the repair was included in the proposals received for sidewalk repairs although only Mettauwer broke out the price separately.

Mr. Burford recommended completing the grinding and the patching this year as well as the hazard items this year; and then budget for the remaining repairs next year. Ms. Streeter inquired as to the budget for repairs as well as any contingency funds available. Ms. Blandon advised that the budgeted repair amount is \$13,000.00 and the contingency amount is \$15,000.00. Mr. Burford confirmed that he met with the proposers onsite to review the areas to be repaired.

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Approved the Sidewalk Repair Proposal from County Concrete, Not to Exceed \$20,687.00, Subject to Preparation of an Agreement by Counsel, for the CFM Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Proposals for
Amenity Center Turn Out Asphalt,
Curbing and Concrete**

114 Mr. Burford advised that the proposal for the Amenity Center turn out repairs is
115 where water is ponding; he advised that the concrete will be removed and the transition
116 will be concrete rather than asphalt, to aid in allowing the water to flow property. Ms.
117 Popelka inquired as to whether County Concrete and Asphalt would be willing to decrease
118 their price upon receipt of both contracts.
119

On a Motion by Ms. Popelka, seconded by Ms. Streeter, with all in favor, the Board Approved the County Concrete & Asphalt Proposal for Repairs of the Amenity Center Turn Out, Subject to County Concrete & Asphalt Lowering their Pricing, and Subject to Preparation of an Agreement by Counsel, for the CFM Community Development District.

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121 **TENTH ORDER OF BUSINESS**

**Consideration of Matters Pertaining to
Conservation Areas**

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124 Ms. Mackie reminded the Board that they had previously approved the acceptance
125 of the remaining conservation parcels subject to making sure that the conveyance was
126 compliant with the District's terms under the acquisition agreement. Mr. Burford had noted
127 that in conjunction with previous SFWMD non-compliance issues there are remaining
128 plantings and signage needed. Mr. Burford advised that there may be about \$6,500.00 in
129 additional plantings needed on the parcels owned by Maxcy as well as approximately
130 \$3,800.00 in needed signage, of which \$1,680.00 is on the parcels owned by Maxcy. The
131 signage is required but the plantings may or may not be required. Mr. Campbell advised
132 that in conjunction with conveying the conservation parcels to the District, the SPE would
133 be willing to pay the \$1,680.00 for signage as well as \$5,000.00 for potential future
134 plantings for a total of \$6,680.00.
135

136 Ms. Streeter inquired as to whether existing signage has been taken into
137 consideration. Mr. Burford advised that the signage is related to the new parcels that have
138 been added.
139

140 Mr. Burford advised that the signage proposal from Woods & Wetlands is
141 \$3,780.00 and the SPE will cover \$1,680.00.
142

On a Motion by Mr. Campbell, seconded by Ms. Popelka, with all in favor, the Board Accepted \$6,680 from the SPE as Satisfaction of Both Current Signage Obligations and Potential Future Planting Obligations, and Authorized the District to Accept the Special Warranty Deed Conveying the Conservation Areas, for the CFM Community Development District.

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144
On a Motion by Ms. Streeter, seconded by Ms. Popelka, with all in favor, the Board Approved the Woods & Wetlands Proposal, in the Amount of \$3,780.00, for Conservation Signage, for the CFM Community Development District.

145
146 Mr. Campbell asked that Ms. Bandon ensure that an invoice is generated and sent
147 to the SPE so that he can have it processed.
148

149 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

150
151 A. District Counsel

152 Ms. Mackie advised that the landowner is still looking into potential structure
153 options related to the refunding and issuance of bonds and so the Underwriter
154 has not finalized the Preliminary Limited Offering Memorandum yet. A special
155 meeting may be needed to accommodate Bond related items. Mr. Campbell
156 advised that he will not be available March 12th through 16th.
157

158 B. District Engineer

159 Mr. Burford spoke regarding the District's water use permits; he advised that
160 a resident has advised that an aerator is no longer working in one of the
161 ponds. He advised that the aerators for the stormwater ponds are being
162 supplied water from the golf course irrigation pond which is separate from
163 the stormwater ponds and they have been intermittently running the
164 aerators. Mr. Burford advised that the aerators should be fed from the
165 stormwater ponds and not the golf course recharge pond; he further advised
166 that the water use permit requires a one-to-one exchange ratio. He advised
167 that there are no recharge wells operating onsite at the moment; he advised
168 that one well has a pump that needs a repair and another existing well that
169 needs to be metered and possibly a pump installed, he advised that in tract
170 A there needs to be a recharge well installed for those ponds. He advised
171 that SFWMD has advised that they understand that the work won't happen
172 over night although he does need to see the District making strides to get
173 the system back in working order. Mr. Burford advised that in addition to the
174 wells, the aerators need to be functioning properly again. Discussion
175 ensued. Ms. Streeter asked that Mr. Burford provide a map identifying the
176 ponds. Mr. Burford advised that he will obtain proposals for the recharge
177 wells and pumps as well as obtaining proposals for repair of the aerators.
178

179 C. District Manager

180 Ms. Bandon advised the next meeting of the Board of Supervisors is
181 scheduled for Thursday, March 18, 2021 at 11:30 a.m.
182

183 Ms. Bandon provided an update on the pressure washing; she advised that
184 Premier Pressure Washing submitted a proposal in the amount of \$6,000.00
185 and they will begin work on Monday, February 22nd.
186

187 **THIRTEENTH ORDER OF BUSINESS**

Supervisor Requests

188
189 Ms. Bandon opened the floor for Supervisor requests and comments.
190

191 Ms. Streeter advised that residents have been questioning which roadways will be

192 used by the construction crews as there are concerns related to the narrow roadways;
193 she advised that the main concern is Crosswater. Mr. Mayotte inquired as to concerns
194 related to roads that have recently been paved and now construction vehicles will be on
195 the roads. Ms. Streeter asked that Forestar provide a list of roadways to be used. Mr.
196 Mayotte inquired as to obtaining permission to utilize Nalle Grade for construction access.
197 Ms. Mackie suggested that Mr. Burford reach out to Forestar to inquire as to their plan for
198 construction vehicular access with respect to the future phases and express the Board's
199 concerns related to use of the roadways.

200
201 Mr. Burford advised that the alligator signs have been installed.

202
203 Mr. Campbell advised that there are three SPE representatives on the Board who
204 would like to resign their seats when Horton is done with the bond offering.

205
206 Ms. Mackie provided an overview of the requirement of residents to fill any
207 vacancies on the Board. Discussion ensued.

208
209 **FOURTEENTH ORDER OF BUSINESS Adjournment**

210
211 Ms. Blandon advised there is no further business to come before the Board and
212 asked for a motion to adjourn.

213

On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board adjourned the meeting at 12:38 p.m., for the CFM Community Development District.

214
215
216
217
218 _____
Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CFM COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operation and Maintenance Expenditures February 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$40,330.84**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	002767	120134	General Legal Services 12/20	\$ 1,554.90
Johnson Engineering Inc	002765	20044888-001-155	General Engineer Services Billed Through 11/15/20	\$ 5,429.16
Johnson Engineering Inc	002758	20044888-001-157	General Engineer Services Billed Through 01/17/21	\$ 6,875.00
Johnson Engineering Inc	002765	20044888-013-INV 5	Magnolia Landing PH II WUP 06-05392-W 11/20	\$ 1,375.00
Johnson Engineering Inc	002758	20044888-013-INV 6	Magnolia Landing PH II WUP 06-05392-W 01/21	\$ 720.00
Johnson Engineering Inc	002758	20044888-014 Inv 5	Chloride Monitoring 01/21	\$ 750.00
Johnson Engineering Inc	002758	20044888-016-INV 2	Professional Services 1/21	\$ 4,888.75
LCEC	002766	6571809552 01/21	Street Lights 3000 Magnolia Landing Ln 01/21	\$ 3,328.28
Leah Popelka	002761	LP012121	Board of Supervisors Meeting 01/21/21	\$ 200.00
Lee County Board of County Commissioners	002768	2257	Annual Regulatory Program & Surveillance Fee 2021	\$ 560.00
Magnolia Landing Golf, LLC	002759	1569	Aerator Utility Cost 01/21	\$ 1,400.00
Magnolia Landing Golf, LLC	002759	1570	Aerator Agreement & Water 01/21	\$ 625.00

CFM Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Magnolia Landing Golf, LLC	002770	1595	Aerator Agreement & Water 02/21	\$ 625.00
Magnolia Landing Golf, LLC	002770	1596	Aerator Utility Cost 02/21	\$ 1,400.00
Magnolia Landing Master Association, Inc.	002769	373	Landscape Maintenance 01/21	\$ 3,494.58
Paul Mayotte	002760	PM012121	Board of Supervisors Meeting 01/21/21	\$ 200.00
Rizzetta & Company, Inc.	002762	INV0000056030	District Management Fees 02/21	\$ 3,931.17
Rizzetta Technology Services, LLC	002763	INV0000006826	Website Hosting & Email Services 02/21	\$ 175.00
Scott Campbell	002757	SC012121	Board of Supervisors Meeting 01/21/21	\$ 200.00
Solitude Lake Management LLC	002771	PI-A00549960	Monthly Lake & Pond Service 02/21	\$ 2,346.00
Sue Streeter	002764	SS012121	Board of Supervisors Meeting 01/21/21	\$ 200.00
The Daily Breeze	002772	119447	Legal Advertising 02/10/21	<u>\$ 53.00</u>

Report Total

\$ 40,330.84

Tab 3

**ADDENDUM TO AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

Addendum No. 1 to the Agreement for Landscape Maintenance Services effective the 13th day of October 2011 between:

Magnolia Landing Golf, LLC, a Michigan limited liability company, whose principal address is 3501 Avenida Del Vera Blvd., North Fort Myers, FL 33917 (hereinafter “Contractor”), and

Magnolia Landing Master Association, Inc., a Florida not-for-profit corporation, whose principal address is 14914 Winding Creek Ct., Tampa, FL 33613 (hereinafter the “Association,” and together with the Contractor, the “Parties”).

The Contractor and the Association agree to make the following terms part of the Agreement:

Perform specific landscape maintenance services below to the portion of property located on the northwest side of the fence on parcel # 03-43-24-11-0000Q.0000, described as Magnolia Landing Unit One Desc in Inst #2007-52500 Tract Q.

- I. Scope of landscape services:
 - a. Weed eat biweekly
 - b. Spray the weeds and wall biweekly
 - c. Trim the shrubs/trees 4 times per year
- II. Compensation: The Association shall pay Contractor two hundred and fifteen dollars (\$215.00) per month.

Approved by Magnolia Landing Master Association:

Approved by Magnolia Landing Golf, LLC.:

Signature

Signature

Printed Name

Printed Name

Date

Date

THIRD AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

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

Magnolia Landing Golf, LLC, Michigan limited liability company, whose principal address is 3501 Avenida Del Vera Blvd., North Fort Myers, FL 33917 (hereinafter “Contractor”), and

Magnolia Landing Master Association, Inc., a Florida not-for-profit corporation, whose principal address is 14914 Winding Creek Ct., Tampa, FL 33613 (hereinafter the “Association,” and together with the Contractor, the “Parties”).

W I T N E S S E T H

WHEREAS, the Parties entered into a certain Agreement for Landscape Maintenance Services effective the 13th day of October 2011; an Amendment to Agreement for Landscape Maintenance Services effective November 16, 2012; and an Amendment to Agreement for Landscape Maintenance Services effective April 18, 2013 (collectively referred to herein as the “Agreement”); and

WHEREAS, the parties now desire to extend the term of the Agreement and to modify the pricing, terms and scope of work set forth therein;

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties amend the Agreement as follows:

1. The above recitals are incorporated in and made part of this agreement as if here fully restated.

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

3. Section 3 of the Agreement is hereby superseded in its entirety by the following:

SECTION 3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The Contractor shall provide to the satisfaction of the Association the landscape maintenance and other services described in **Exhibit B** for those areas of the Magnolia Landing community indicated in **Exhibit A**.

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

SECTION 5. COMPENSATION. The Association shall pay Contractor in the amounts and in accordance with the terms and conditions set forth in Exhibit “C”, attached hereto and incorporated herein by reference. Notwithstanding the foregoing, any adjustment for increased costs of labor or materials as set forth in Exhibit “C”, shall not exceed on an annual basis, the annual percentage change in the Consumer Price Index, Southern Region, All Items (1982-1984=100) issued by the Bureau of Labor Statistics (based on the calendar month which is two months prior to the anniversary of the commencement date).

The Contractor shall maintain records conforming to usual accounting practices. Invoices furnished by the Contractor shall contain, at a minimum, the Association's name, the Contractor's name, the invoice date, an itemized listing of all costs billed on the invoice with a description of each sufficient for the Association to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.

From time to time, but not to exceed one time in each calendar year, the Association may elect to obtain competitive bids for performance of the landscape maintenance services that are the subject of the Agreement. In exercising said election, the Association shall obtain proposals from three (3) qualified contractors who regularly provide services to comparable communities in the same general area as Magnolia Landing. Upon the receipt of said proposals, the Association shall provide a copy of the same to Contractor, and thereafter, at the Associations election, the Contractor shall (i) continue to provide services under this Agreement with Contractor's compensation being determined as set forth herein; or (ii) continuing to provide services under this Agreement with Contractor's compensation being equal to the average compensation derived from the three (3) proposals. If Contractor refuses to agree to a reduction in compensation, if any, as a result of the application of this paragraph, such refusal shall be deemed a default, and shall be subject to and dealt with in accordance with paragraph 15, hereunder.

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


SECTION 6. TERM. The term of this Agreement commences on the effective date hereof and continues through September 30, 2022, unless otherwise terminated as set forth herein.

6. The Agreement is hereby amended and modified in the above respects only. Except as set forth herein, all other covenants, terms and conditions of the Agreement, as previously amended and modified, remain in full force and effect.

IN WITNESS WHEREOF, the Association and Contractor, by and through their duly authorized representatives, have set their hands on the dates set forth below their signatures.

Attest:


MAGNOLIA LANDING GOLF, LLC
By: Windham/Magnolia Landing, LLC, its
Manager



Signature of Witness
Karen G. Shepherd
(Print Name of Witness)




Herbert Lawson, Sole Member
Date: 9-7-2018



(Signature of Witness)
Scott A. Campbell
(Print Name of Witness)

MAGNOLIA LANDING MASTER
ASSOCIATION, INC.



Michael Dady, President
Date: 9-4-2018

EXHIBIT A

Current Landscape Maintenance Area May 2011

2

Landscape Maintenance Area

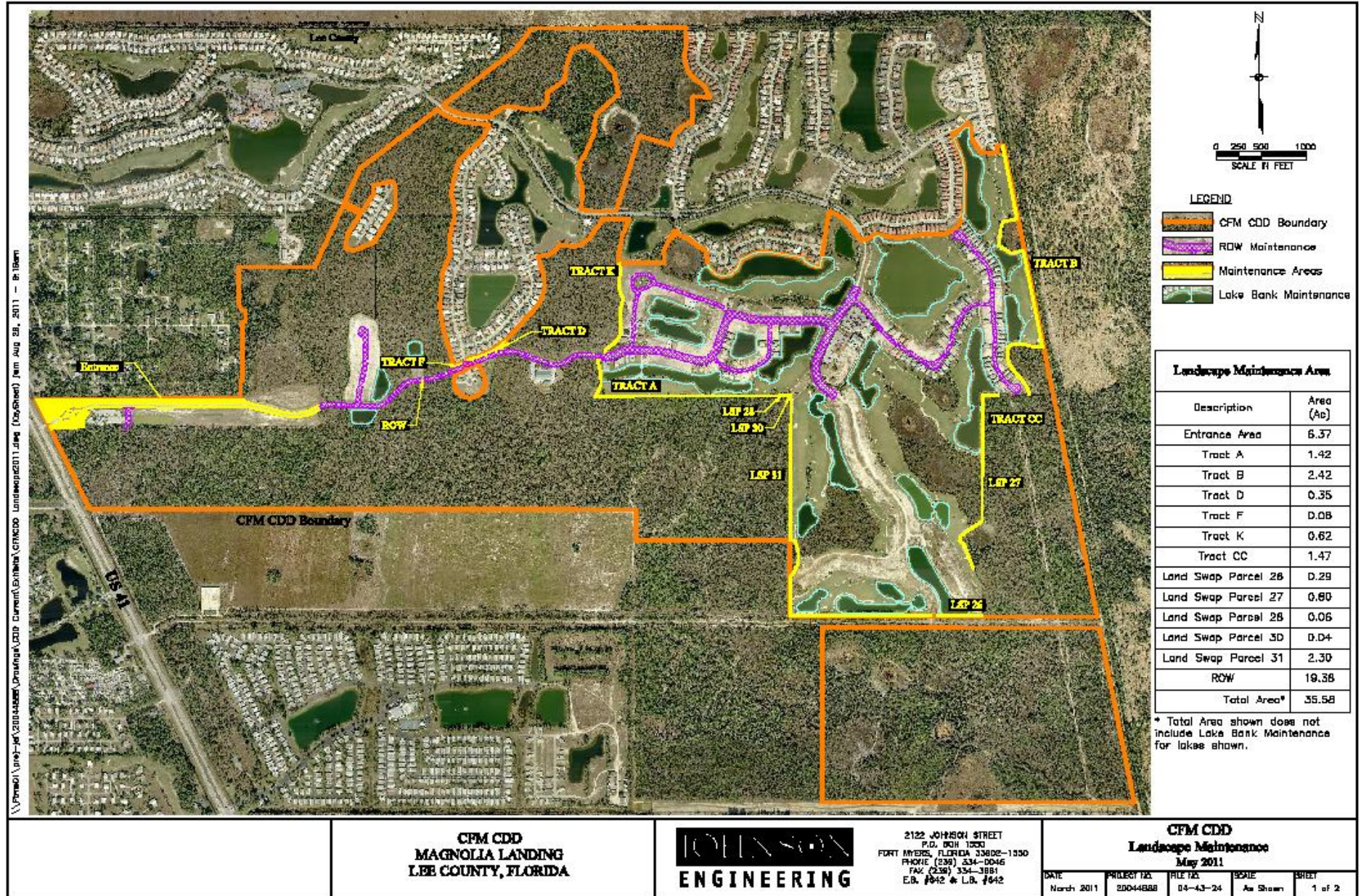


EXHIBIT A, CONTINUED

Landscape Maintenance Additions

3



Current Landscape Maintenance Area

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

Proposed Landscape Maintenance Additions (Legend)

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

EXHIBIT B

SCOPE OF WORK

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

EXHIBIT B, CONTINUED

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

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

Minor Irrigation Repairs

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

Major Irrigation Repairs

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

EXHIBIT B, CONTINUED

GENERAL TERMS

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

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

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

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

Turf, Palm, Shrub, Annuals and Groundcover Exclusions:

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

EXHIBIT C

TERM AND COMPENSATION

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

Property Type	Compensation per Property Type
Common Grounds – CFM CDD	\$3,494.58
Common Grounds – CFM CDD (New)	\$2,862.94
Common Grounds – MLMA	\$6,357.51
60' Lot	\$115.20
50' Lot	\$106.10
45' Lot	\$87.40
40'/Villa Lot	\$57.80

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

Additional Service

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

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

It is agreed that invoices will be paid within 30 days and an interest rate of 1.5% will be applied to past due invoices.

In the event that, during the term of this agreement costs for labor (e.g. minimum wage) and material used (e.g. gas) are increased substantially as a result of any law, statute, regulation, or government ordinance for any cause beyond reasonable control and without fault of Contractor, then Contractor shall have the right to pass the entire amount of increase for labor and material used to Association.

Tab 4

To:

CFM CDD
9530 Market Place Rd Suite 206
Fort Myers, FL 33912
Phone 239.936.0913

Date: March 3, 2021
Quotation #: 2021030
Customer ID: CFMCDD

Quotation valid until: April 2, 2021

For:

Fence border behind 20786 & 20790 Kaidon Ln

Description	Amount
Initial Clean-up - Strap # 03-43-24-11-0000Q.0000	\$ 4,250.00
Cut down & haul away invasive and dead trees	
Remove vines and weeds	
Trim hedges to desired level (at or 2' above fence)	
Optional (recommended)	\$ 600.00
Remove invasive stumps	
	\$ 4,850.00

Approved by

Date

Signature

Title

THANK YOU FOR YOUR BUSINESS!

Magnolia Landing Golf, LLC.
3501 Avenida Del Vera North Fort Myers, FL 33917
P: 239.543.4146 F: 239.652.0102







