



Rizzetta & Company

CFM Community Development District

**Board of Supervisors' Meeting
July 15, 2021**

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

www.cfmccd.org

CFM
COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.cfmccd.org

Board of Supervisors	Paul Mayotte Sue Streeter Brian McGibbon Rodney Allen Leah Popelka	Chairman Vice Chairman Board Supervisor Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Hopping Green & Sams, P.A.
District Engineer	Brent Burford	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.

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July 13, 2021

Board of Supervisors
**CFM Community
Development District**

REVISED (2) AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, July 15, 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 June 17, 2021 Tab 1
- 4. BUSINESS ITEMS**
 - A. Presentation by MBS Capital Markets Regarding Refinancing of Bonds, Series 2004A-2..... Tab 2
 - B. Consideration of Resolution 2021-16, Redesignating Officers of the District Tab 3
 - C. Review of Appraisal from Maxwell, Hendry & Simmons, LLC and Consideration of Acquisition of Real Property From Forestar (USA) Real Estate Group Inc.
 - D. Consideration of Proposal from Denis J. O'Connell, Jr. PSM for Surveying Services
 - E. Consideration of Assignment of Construction Contracts
 1. Partial Assignment of Site Work Contract (Haskins)
 2. Partial Assignment of Site Work Contract (Mitchell and Stark)
 3. Consideration of Acquisition of Partially Completed Infrastructure (Mitchell & Stark)
 - F. Consideration of Revised Work Authorization #14 for Johnson Engineering Bond Construction Oversight Tab 4
 - G. Consideration of Johnson Engineering Proposal for Phase II Water Use Permit Modification Tab 5
 - H. Consideration of Dissemination Agent Agreement Related to Series 2021 Bonds Tab 6
 - I. Consideration of Request for Transfer of ERP to the Perpetual Operation and Maintenance Entity Tab 7
 - J. Consideration of Solitude Lake Management Contract Renewal Tab 8

5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

6. SUPERVISOR REQUESTS AND COMMENTS

7. ADJOURNMENT

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

Very truly yours,

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, June 17, 2021 at 11:30 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
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	Hopping Green & Sams, P.A. (via speaker phone)
Brent Burford	District Engineer, Johnson Engineering
Sete Zare	MBS Capital Markets (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. Comments from the public were entertained.

THIRD ORDER OF BUSINESS **Consideration of the Minutes of the
Audit Committee Meeting held on May
20, 2021**

Ms. Blandon presented the Minutes of the Audit Committee meeting held on May 20, 2021. 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 Accepted the Minutes of the Audit Committee Meeting held on May 20, 2021, for the CFM Community Development District.

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FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on May 20, 2021

Ms. Bandon presented the Minutes of the Board of Supervisors' meeting held on May 20, 2021. She asked if there were any questions related to the minutes.

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 May 20, 2021, for the CFM Community Development District.

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FIFTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Month of May 2021

Ms. Bandon presented the Operations and Maintenance Expenditures for the period of May 1-31, which totaled \$19,742.20 and asked if there were any questions. There were none.

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of May 2021 (\$19,742.20), for the CFM Community Development District.

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SIXTH ORDER OF BUSINESS

Consideration of Appointment of Supervisor to Fill Seat #4

Ms. Streeter thanked all residents who put a resume in for positions on the Board. Discussion ensued. Ms. Streeter made a motion to appoint Mr. Rod Allen, Mr. Mayotte seconded the motion. Mr. Mayotte spoke regarding two well qualified persons interested in serving on the Board.

On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board Appointed Mr. Rodney Allen to Seat #4, with a Term to Expire in November 2022, for the CFM Community Development District.

71

72 Mr. Mayotte advised that he would like to fill seat #3, which has been a hold over
73 seat.
74

On a Motion by Mr. Mayotte, seconded by Ms. Popelka, with all in favor, the Board Appointed Mr. Brian McGibbon to Seat #3, with a Term to Expire in November 2022, for the CFM Community Development District.

75
76 Ms. Blandon administered the Oath of Office to Mr. Allen and advised that as a
77 Supervisor he is entitled to receive Supervisor Compensation for attendance at meetings.
78 Mr. Allen advised that he would like to waive Supervisor Compensation.

79
80 Ms. Mackie provided a brief overview of the Florida Sunshine Law as well as public
81 records public records requirements.

82
83 Ms. Blandon advised that since Mr. McGibbon was not present, she would
84 administer his Oath of Office prior to the onset of the next Board of Supervisors' meeting.

85
86 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-15,**
87 **Redesignating Officers of the District**
88

89 Ms. Blandon provided an overview of the resolution and asked if there were any
90 questions.
91

On a Motion by Ms. Popelka, seconded by Ms. Streeter, with all in favor, the Board Adopted Resolution 2021-15, Redesignating Officers of the District as Follows: Mr. Paul Mayotte to Serve as Chairman, Ms. Sue Streeter to Serve as Vice Chairman, and Mr. Rodney Allen, Ms. Leah Popelka, Ms. Belinda Blandon, and Ms. Melissa Dobbins to Serve as Assistant Secretaries, for the CFM Community Development District.

92
93 **EIGHTH ORDER OF BUSINESS** **Consideration of Investment Banker**
94 **Agreement with MBS Capital Markets.**
95

96 Ms. Mackie advised that there is potentially a bond issuance on the horizon; the
97 2004A-2 bonds, which are secured by current resident homes, has the potential to be
98 refinanced in order to provide savings to the existing homes.

99
100 Ms. Zare provided background the services provided to the District by MBS Capital
101 Markets; she advised that the District may be able to realize savings by refinancing the
102 2004A-2 bonds. She provided an overview of the agreement and asked if there were any
103 questions. Discussion ensued.
104

On a Motion by Ms. Popelka, seconded by Ms. Streeter, with all in favor, the Board Approved the Investment Banker Agreement with MBS Capital Markets, for the CFM Community Development District.

105
106 **NINTH ORDER OF BUSINESS** **Discussion Regarding 2021/2022**
107 **Proposed Budget**
108

109 Ms. Blandon advised that she was asked to review the financial statements to
110 determine if some of the increases could be paid from prior year funds and she has
111 identified that the irrigation well repair project that could benefit from prior year funds. The
112 Board asked that Ms. Blandon decrease the line item for the irrigation well repairs.

113
114 **TENTH ORDER OF BUSINESS** **Review and Acceptance of Arbitrage**
115 **Liability Report for the Period Ending**
116 **April 30, 2021 as Prepared by LLS Tax**
117 **Solutions**
118

119 Ms. Blandon provided an overview of the Arbitrage Liability report for the period
120 ending April 30, 2021 and advised that there is no arbitrage liability at this time. She asked
121 if there were any questions.
122

On a Motion by Mr. Mayotte, seconded by Ms. Streeter, with all in favor, the Board Accepted the Arbitrage Liability Report for the Period Ending April 30, 2021 as Prepared by LLS Tax Solutions, for the CFM Community Development District.

123
124 **ELEVENTH ORDER OF BUSINESS** **Review and Acceptance of Audit for**
125 **Fiscal Year End September 30, 2020**
126 **as Prepared by Carr, Riggs & Ingram**
127

128 Ms. Blandon provided an overview of the Audit for fiscal year end September 30,
129 2020 as prepared by Carr, Riggs & Ingram. Discussion ensued.
130

On a Motion by Ms. Popelka, seconded by Ms. Streeter, with all in favor, the Board Accepted the Audit for Fiscal Year End September 30, 2020 as Prepared by Carr, Riggs & Ingram, for the CFM Community Development District.

131
132 **TWELFTH ORDER OF BUSINESS** **Consideration of Assignment of**
133 **Construction Contracts**
134

135 Ms. Mackie advised that the assignment of construction contracts had been sent
136 to Forestar for review and she has not received any comments. She asked that the Board

137 table this item.

138

139 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

140

141 A. District Counsel

142 Ms. Mackie asked that the Board confirm that a quorum will be present for the
143 August budget public hearing. All Board members advised that they plan to
144 attend.

145

146 Mr. Mayotte asked Ms. Mackie regarding an agreement with Forestar related
147 to roadway repairs once construction is complete. Ms. Mackie advised that
148 she has discussed the concern with Forestar, and they will be working toward
149 a solution. Discussion ensued. Mr. Burford advised that he will send a copy of
150 the roadway report to Mr. Ratz and copy Ms. Mackie.

151

152 B. District Engineer

153 Mr. Burford advised that he had no report.

154

155 Ms. Bandon advised of flooding in the roadway at Pigeon Plum although
156 that is due to construction filter bags.

157

158 Mr. Burford advised that the roadway had to be opened to accommodate
159 lowering of the gravity sewer line; he advised that when the final lift is
160 conducted in parcel B, they will ask that the area is taken back twenty-five
161 feet in each direction so that it does not look like a patch.

162

163 Ms. Streeter asked for a map identifying the lake numbers.

164

165 Ms. Streeter advised of sidewalk patches conducted on Castle Pines; she
166 advised that the patches are popping.

167

168 Mr. Allen inquired as to asking Forestar to conduct more street sweeping or
169 clean out the filter bags on a regular basis. Ms. Popelka asked that Ms.
170 Mackie review the concern with Mr. Ratz.

171

172 C. District Manager

173 Ms. Bandon advised the next meeting of the Board of Supervisors is
174 scheduled for Thursday, July 15, 2021 at 11:30 a.m.

175

176 Ms. Streeter asked that Ms. Bandon provide Mr. Allen with a resume
177 packet.

178

179 **FOURTEENTH ORDER OF BUSINESS**

Supervisor Requests

180

181 Ms. Bandon opened the floor for Supervisor requests and comments.

182

183

184 Mr. Mayotte spoke regarding the fountain request to Forestar; he advised that once
185 it is installed, the CDD is responsible for maintenance. Ms. Streeter advised that the
186 ponds are under the purview of the CDD and so any requests for fountains should be
187 brought to the CDD. Discussion ensued.

188
189 Ms. Streeter advised that the fountain in the middle pond has been consistently
190 working although the water does not seem to be reaching the same heights as it once
191 did.

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193 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

194
195 Ms. Blandon advised there is no further business to come before the Board and
196 asked for a motion to adjourn.

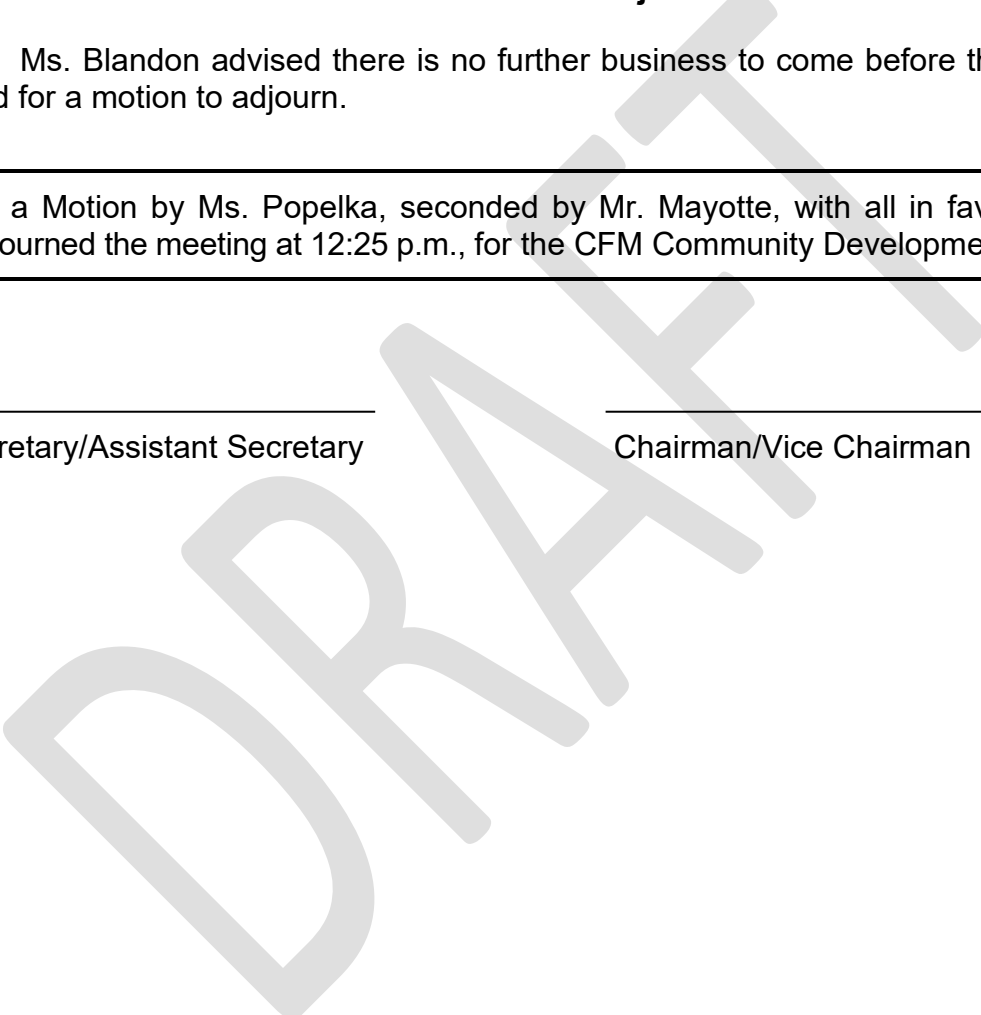
197

On a Motion by Ms. Popelka, seconded by Mr. Mayotte, with all in favor, the Board adjourned the meeting at 12:25 p.m., for the CFM Community Development District.
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Secretary/Assistant Secretary

Chairman/Vice Chairman



Tab 2



CFM

Community Development District

Refunding Summary

District's Outstanding Bonds Overview

Outstanding Bonds Overview

Overview:

- The Series 2004A-2 Bonds are outstanding in the amount of \$7.34 million and are due on May 1, 2035 with a fixed interest rate of 6.25%.
- The Series 2004A-2 Bonds are secured by special assessments levied on 558 platted lots, as well as the golf course.
- Twenty-one (21) residents have prepaid their Series 2004A-2 Special Assessments in full.

Current Status:

Series	Par Outstanding	Average Coupon	Par Call Date	Maturity
Series 2004A-2 Bonds	\$7,340,000	6.25%	Currently Callable	May 1, 2035

Estimated Refunding Results

Estimated Refunding Results	
Refunded Par	\$7,340,000
Current Average Coupon	6.25%
Current Maximum Annual DS ⁽¹⁾	\$788,438
Est. Dated/Delivery Date	September 20, 2021
Est. Average Coupon	2.35%
Final Maturity ⁽⁴⁾	May 1, 2035
Scenario 1: Project Funds	
Est. Refunding Par ^{(5) & (6)}	\$9,355,000
Est. NPV Savings⁽²⁾	\$1,792,958
Est. NPV Savings %⁽²⁾	24.4%
Chapter 170 Process	Yes
Est. Max Annual Debt Service ⁽¹⁾	\$788,438
Project Funds	\$2,017,855
Scenario 2: Annual Debt Service Reduction	
Est. Refunding Par ^{(5) & (6)}	\$7,275,000
Est. NPV Savings⁽²⁾	\$1,757,636
Est. NPV Savings %⁽²⁾	23.9%
Chapter 170 Process	No
Est. Max Annual Debt Service ⁽¹⁾	\$611,965
Est. Max Annual Debt Service Reduction \$^{(1) & (3)}	\$176,473
Est. Maximum Annual Debt Service Reduction %^{(1) & (3)}	22.4%

1. The net annual debt service excludes 4% discount for early payment. Collection costs for Lee County are paid out of the General Fund.
2. These figures are net of all costs and transfers from the existing trust estate
3. The reduction of annual debt service is calculated based upon comparing the debt service of the outstanding Series 2004A-2 Bonds and the debt service on the proposed Series 2021 Refunding Bonds
4. The maturity date on the proposed Series 2021 Refunding Bonds are consistent with the maturity date of the Series 2004A-2 Bonds
5. To the extent there is an increase in the principal amount of the Series 2021 Refunding Bonds there would be a necessity to undertake the Chapter 170 assessment process which includes the notification and holding of a public hearing
6. The underwriter's discount or placement agent fee is 1.50% of the total Series 2021 Refunding Bonds par amount. This fee is contingent upon the closing of the refinancing transaction. The estimated costs of issuance of the refinancing are consistent with other similarly recently closed CDD refinancing transactions. Such costs are to be negotiated between the District and the various financing team members.

Disclosures Regarding Underwriter's Role – MSRB Rule G-17

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

- The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Disclosures Regarding Underwriter's Role – MSRB Rule G-17

Conflicts of Interest

- The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.
- **Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.
- **Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.
- **Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.
- **Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.
- **Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

- Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Tab 3

RESOLUTION 2021-16

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

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

WHEREAS, the Board of Supervisors of the District desires to redesignate Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Belinda Blandon is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretary; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolutions.

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

PASSED AND ADOPTED THIS 17TH DAY OF JUNE, 2021.

**CFM COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

Tab 4

Work Authorization #14

June 4, 2021

CFM Community Development District
Fort Myers, Florida

Subject: Work Authorization #14
CFM Community Development District

Dear Chairperson, Board of Supervisors:

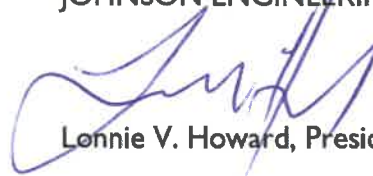
Johnson Engineering, Inc. is pleased to submit this work authorization to provide engineering services for the CFM Community Development District. We will provide these services pursuant to our current agreement dated May 17, 2007 ("Engineering Agreement") as follows:

- Scope of Services – CFM Community Development District hereby engages the services to Johnson Engineering, Inc., as Engineer to perform the work described in Exhibit A – Series 2021 Bond Construction Engineering Services.
- Fees – CFM Community Development District will compensate Johnson Engineering, Inc. in accordance with the terms of the Engineering Agreement and in an amount of \$136,386.00 on a Time & Material basis for such services.

All other terms of the Engineering Agreement apply to this Work Authorization #14. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Thank you for the opportunity to be of service.

Sincerely,

JOHNSON ENGINEERING, INC.



Lonnie V. Howard, President

APPROVED AND ACCEPTED
CFM CDD

By: _____
Authorized Representative

Date: _____

Exhibit A

Work Authorization #14 - Exhibit A consisting of ONE (1) page as referred to in Article 3 of the original Professional Services Agreement between OWNER and CONSULTANT for professional services dated May 17, 2007.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

OWNER _____
CONSULTANT *JH*

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

TASK I: SERIES 2021 BOND CONSTRUCTION ENGINEERING SERVICES

General Administration of Construction Contract:

CONSULTANT shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as CONSULTANT may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through CONSULTANT who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

Visits to Site and Observation of Construction: In connection with observations of the work of Contractor while it is in progress:

CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as a design professional the general progress and quality of the various aspects of Contractor's work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Based on information obtained during such visits and such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and

CONSULTANT shall keep OWNER informed of the progress of such work. The responsibilities of CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations in this Agreement.

CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations; Field Orders: CONSULTANT shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Change Orders and Work Change Directives: CONSULTANT shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare Change Orders and Work Change Directives as required.

Shop Drawings: CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the design information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate the CONSULTANT has reviewed the entire assembly of which the item is a component. CONSULTANT shall not be responsible for any deviations from the Contract Documents not brought to the attention of the CONSULTANT in writing by the Contractor. CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: CONSULTANT may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such

inspections, tests or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.

Disagreements between OWNER and Contractor: CONSULTANT shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

CONSULTANT shall determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to OWNER, based on such observations and review, that to the best of CONSULTANT's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the design information Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the CONSULTANT's recommendations), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment CONSULTANT shall not thereby be deemed to have represented that on-site observations made by CONSULTANT to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment (including final payment) will impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: CONSULTANT shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, Guarantees Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of

inspection, tests and approvals, and marked up record documents (including Shop Drawings, Samples and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. CONSULTANT's review of such documents will only be to determine generally to the best of CONSULTANT's knowledge, information, and belief that their content complies with the requirements of (and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with) the Contract Documents.

Substantial Completion: Following notice from Contractor that Contractor considers the entire work ready for its intended use, CONSULTANT and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, CONSULTANT considers the work substantially complete, to the best of CONSULTANT's knowledge, information, and belief per the conditions above, CONSULTANT shall deliver a certificate of Substantial Completion to OWNER and Contractor.

Final Notice of Acceptability of the Work: CONSULTANT shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the work is acceptable (subject to the provisions of the preceding paragraphs) to the best of CONSULTANT's knowledge, information and belief and based on and limited the extent of the services performed and furnished by CONSULTANT under this Agreement.

Limitation of Responsibilities: In addition to the limitation of responsibilities of CONSULTANT as detailed in this Agreement, CONSULTANT shall not supervise, direct, or have control over Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety, precautions, or programs in connection with the work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents. CONSULTANT shall not be responsible for any acts or omissions of Contractor, Sub-Contractor, any entity performing any portions of their work, or any agents or employees, if any of them. CONSULTANT does not guarantee the performance of Contractor and shall not be responsible for Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Duration of Construction Phase: The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon the earlier of 365 day(s) after commencement or the written recommendation by CONSULTANT of final payment unless otherwise agreed to by the CONSULTANT and OWNER in writing.

Tab 5



DATE: July 2, 2021

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

JOHNSON ENGINEERING, INC., AND
(CONSULTANT),

CFM CDD
(OWNER).

PROJECT NAME: Magnolia Landing Phase II – WUP No. 36-05392-W Modification

Section: 3, 4, 5 Township: 43 Range: 24 County: Lee
 Latitude: 26.762714 Longitude: -81.894486 Comments: _____

CONSULTANT CONTACT INFORMATION

Project Manager: Kim Arnold, PG
 Address: 2122 Johnson Street
 City: Fort Myers
 State/Zip: Florida, 33901
 Phone: (239) 334-0046
 Fax: (239) 334-3661
 Email: kka@johnsoneng.com

OWNER CONTACT INFORMATION

Bill to the attention of: Belinda Blandon, District Manager
Rizzetta & Company
 Billing Address: 9530 Marketplace Road, Ste 206
 City/State/Zip: Fort Myers, Florida 33912
 Phone: (239) 936-0913
 Cell: _____
 Email: BBlandon@rizzetta.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

CONSULTANT will assist OWNER with preparing a modification application for individual water use permit #36-05392-W from the South Florida Water Management District (SFWMD) for irrigation of the project site. CONSULTANT will prepare SFWMD forms, site location maps, aerial photographs, site plans, and supporting documentation, as necessary. CONSULTANT will perform uncalibrated groundwater modeling per criteria in the SFWMD applicant handbook. Scope of services assume no increase to overall permitted allocation. Requested modifications are limited to the addition and relocation of irrigation wells. CONSULTANT will respond to up to two (2) requests for additional information from SFWMD, if necessary. CONSULTANT will prepare a draft renewal application and submit to OWNER for review and approval. CONSULTANT will make revisions requested by OWNER and submit application to SFWMD on behalf of OWNER. OWNER will be responsible for application fees (est. \$1,000.00). OWNER understands that water use permitting is a regulatory function and CONSULTANT cannot guarantee issuance of any permit.

FEE & TYPE:	Time & Materials (based on current Rate Schedule in effect at the time service is rendered:	\$5,600.00	T&M
	Not-To-Exceed Fixed Fee based on Rate Schedule in effect at the time service is rendered:		NTE
	Lump Sum Fixed Fee:		LS
	Reimbursables:		T&M
	TOTAL FEES:	\$5,600.00	

OWNER AUTHORIZATION: I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 2 of this Agreement.

Authorized Signature: _____ Date: _____
 Typed Name & Title: Belinda Blandon / District Manager

STANDARD BUSINESS TERMS AND CONDITIONS

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

Standard of Care: The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

Information from Owner: OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

Cooperation with Other Consultants or Owner's Attorney: Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

Permit and Application Fees: OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

Termination: This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

Billings and Payment: Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, we may, after seven days' notice to OWNER, suspend services under this Agreement until we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

Reimbursables: Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

Taxes: Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

Renegotiation of Fees: CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

Subconsultant: Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

Attorney Fees: Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

Legal Interpretations Clarified: The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS

AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

Project Delays: The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

Budgetary Limitations: It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

Excluded Services: CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Betterment: If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

Ownership of Instruments of Service: All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

Hazardous Materials: Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

Entire Understanding: This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

Consultant's Limited Liability: Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$ 5,600.00.
(Dollar Amount)

Tab 6

DISSEMINATION AGREEMENT

July 15, 2021

District Manager
CFM Community Development District
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Dear Sir or Madam:

Rizzetta & Company (“Rizzetta” or the “Dissemination Agent”) hereby enters into this Dissemination Agreement with the CFM Community Development District (the “District”) to act as the District’s Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreement dated May 27, 2021 for the Capital Improvement Revenue Bonds, Series 2021 (the “Continuing Disclosure Agreement”). The purpose of this Agreement is to facilitate the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5) (the “Rule”) related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District’s Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Rizzetta will promptly notify the District upon such occurrence.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta’s service under this agreement is \$5,000 for the Series 2021 Bonds [and will be \$1,000 per year for each additional bond issuance of the District, subject to these disclosure requirements].
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent’s duties are those of collection, collation, and dissemination, and not of authorship or creation.

Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

- 6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta's negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
- 7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
- 8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

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

Very truly yours,
Rizzetta & Company, Inc.

By: William J. Rizzetta
President

Approved and Accepted:

CFM Community Development District

By: _____

Title: _____

Date: _____

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement 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; 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; and 4) 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.

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.

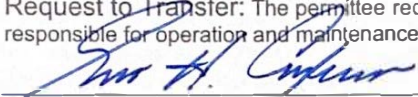
Tab 7

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: _____ Application No(s): _____
Project Name: _____ Phase (if applicable): _____

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: <u></u> Signature of Permittee Maxcy Development Group Holdings Company Name 813-915-3449 scampbell@lemeradvisors.com Phone/email address	Scott Campbell Name and Title 3014 Palmira Ave., Ste 301 Company Address Tampa, Florida 33629 City, State, Zip
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B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____ Signature of Representative of O&M Entity Paul Mayotte - chair Name and Title PaulMoyet44@gmail.com Email Address 978-807-2575 Phone	CFM Community Development District Name of Entity for O&M C/O Rizzetta & Co. 9530 Marketplace Rd, Ste 206 Address Fort Myers, Florida 338966 City, State, Zip Date
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Enclosed are the following documents, as applicable:

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation (if filed before 1995)



- A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



Tab 8

SERVICES CONTRACT

CUSTOMER NAME: CFM CDD - Magnolia Landing - Attn: Belinda Blandon

PROPERTY NAME: CFM CDD - Magnolia Landing

CONTRACT EFFECTIVE DATE: August 1, 2021, through July 31, 2022

SUBMITTED BY: Gaby Uviles, Sales Support Administrator

SPECIFICATIONS: Twenty-Eight (28) Lakes (64.29 Acres) located in Fort Myers, Florida 33917

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$28,152.00**. SOLitude shall invoice Customer **\$2,346.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CFM CDD - Magnolia Landing

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - ANNUAL LAKE MANAGEMENT SERVICES

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **two (2) times per month** basis during the months of **August through July**.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use

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of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis during the months of **August through July**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Water Quality Monitoring:

1. Lake water samples will be taken and tested **one (1) time per year** for the following parameters:

Temperature	Dissolved Oxygen
pH	
2. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
3. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Lake Algae Control:

1. Lake(s) will be inspected on a **two (2) times per month** basis during the months of **August through July**.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an

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additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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