



Rizzetta & Company

CFM

Community Development District

Board of Supervisors' Meeting December 16, 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 Terri Jo Gile	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Kutak Rock, LLP
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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December 15, 2021

Board of Supervisors
**CFM Community
Development District**

REVISED AGENDA

Dear Board Members:

The Workshop of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, December 16, 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 workshop:

- 1. WORKSHOP**
 - A. Sunshine Law Review
 - B. District Infrastructure Review
 - C. Discussion Regarding Water Aerators and Review of Aeration Options
 - 1. Solitude Lake Management..... Tab 1**
 - 2. Superior Waterway Services..... Tab 2**

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, December 16, 2021 immediately following the conclusion of the Workshop scheduled to begin 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 – AGENDA ITEMS ONLY**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 21, 2021 **Tab 3**
 - B. Consideration of the Operations and Maintenance Expenditures for the Month of October 2021 **Tab 4**
- 4. BUSINESS ITEMS**
 - A. Consideration of Acquisition of Expansion Capital Improvement Plan Improvements (Roads, Utilities, Stormwater)**
 - B. Consideration of LaBelle Well Drilling Proposal for Recharge Well PW8 Repairs..... **Tab 5**
 - C. Consideration of Magnolia Landing Golf Proposals..... **Tab 6**
 1. Annual Ground Cover
 2. Landscape Median Improvements

- D. Consideration of Johnson Engineering Proposal for Stormwater Management Needs Analysis..... **Tab 7**
- E. Consideration of Consent to Assignment of the Rizzetta Technology Services Contract..... **Tab 8**
- F. Consideration of Proposals for GIS Mapping Services..... **Tab 9**
 - 1. Johnson Engineering
 - 2. Passarella & Associates
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager **Tab 10**
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. PUBLIC COMMENT**
- 8. 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, Kutak Rock, LLP

Tab 1

AERATION INSTALLATION SERVICES CONTRACT

CUSTOMER NAME: CFM CDD - Magnolia Landing

SUBMITTED TO: Ms. Belinda Blandon

CONTRACT DATE: December 6, 2021

SUBMITTED BY: Chris Byrne

SERVICES: Aeration Installation at sites, 151, 152, 154/155, 159, 161/164/165, 168/169.

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 fee for the Services is \$108,108.00. (Site 151: \$14,590.00) (Site 152: \$28,284.00) (Site 154/155: \$17,288.00) (Site 159: \$17,184.00) (Site 161,164/165: \$15,784.00) (Site 168/169: \$14,978.00). The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. 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, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice 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. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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. Customer 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

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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.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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 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

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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.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CFM CDD - Magnolia Landing

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

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SCHEDULE A - AERATION SYSTEM INSTALLATION SERVICES

Aeration System Install:

1. Company will install the following submersed air diffused aeration system(s):
 - 1 Vertex Air 4 Aeration System (Site 151)
Includes:
 - 1 HP Compressor(s) (230V)
 - Pressure Relief Valve
 - Pressure Gauge
 - Air Filter / Muffler Assembly
 - GFCI protection breaker
 - Lockable / Weatherproof / Sound Reducing Cabinet
 - Large Sound Kit Sub Assembly
 - Cabinet mounting pad
 - Cabinet Exhaust Fan
 - Four (4) Air Station Bottom Diffusers (Dual Membrane / Self Cleaning)
 - Check Valves
 - Adjustable air distribution manifolds
 - 2,200 ft. underwater self-weighted air delivery tubing (5/8" ID / 1 1/4" OD)
 - All labor and parts necessary for proper installation
 - Includes Electrical Services*
 - New Stand Alone 120/240 Volt Single Phase 60 Amp
 - 230 Volt Weather Resistant receptacle for Aeration Cabinet
 - Includes 120' Directional Bore***
 - Includes 140' of PVC***
 - Includes 140' of Trenching***
 - 1 Vertex Large Lake 33HE VBS SH Aeration System (Site 152)
Includes:
 - Four (4) HF Compressors (230V)
 - Pressure Relief Valve
 - Pressure Gauge
 - Air Filter / Muffler Assembly
 - GFCI protection breaker
 - Lockable / Weatherproof / Sound Reducing Cabinet
 - Large Sound Kit Sub Assembly
 - Cabinet mounting pad
 - Cabinet Exhaust Fan
 - Ten (10) Air Station Bottom Diffusers (Dual Membrane / Self Cleaning)
 - Check Valves

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Adjustable air distribution manifolds
Valve Box with 10 valves
4,600 ft. underwater self-weighted air delivery tubing
(5/8" ID / 1 1/4" OD)

All labor and parts necessary for proper installation
Includes Electrical Services

- Utilize the existing electrical service
- Replace the existing step down transformer to allow for the additional demand
- Replace the existing electrical panel to allow for the new circuits
- Provide and install new breakers as required for the new equipment

Includes 335' Directional Bore

1 Vertex Air 6 Aeration System (Site 154/155)

Includes: 1 HP Compressor(s) (230V)
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weatherproof / Sound Reducing Cabinet
Large Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Seven (7) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
Adjustable air distribution manifolds
Valve Box with two valves
5,350 ft. underwater self-weighted air delivery tubing
(5/8" ID / 1 1/4" OD)
All labor and parts necessary for proper installation
Includes Electric Services

- Utilize the existing electrical service
- Replace the existing electrical panel to allow for the new circuits
- Provide and install new breakers as required for the new equipment. 230V Weather Resistant receptacle for Aeration Cabinet

Includes running PVC through Lake Connector

Includes 290' of PVC

Includes 65' of Trenching

1 Vertex Air 4 VBS Aeration System (Site 159)

Includes: Two (2) 1/3 HP Compressors (230V)

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Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weatherproof / Sound Reducing Cabinet
Large Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Four (4) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
Adjustable air distribution manifolds
Valve Box with four valves
1,900 ft. underwater self-weighted air delivery tubing
(5/8" ID / 1 1/4" OD)
All labor and parts necessary for proper installation
Includes Electrical Services

- *New Stand Alone 120/240 Volt Single Phase 60 Amp*
- *230 Volt Weather Resistant receptacle for Aeration Cabinet*

Includes 300' Directional Bore

- 1 Vertex High Flow 1 HP Aeration System (Site 161/164/165)
Includes:
- 1 HP Compressor(s) (230V)
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weatherproof / Sound Reducing Cabinet
Sound Kit for 1 HP Compressor Cabinet
Cabinet mounting pad
Cabinet Exhaust Fan
Six (6) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
Adjustable air distribution manifolds
Valve Box with four valves
4,600 ft. underwater self-weighted air delivery tubing
(5/8" ID / 1 1/4" OD)
All labor and parts necessary for proper installation
Includes Electrical Services
- *New Stand Alone 120/240 Volt Single Phase 60 Amp*
 - *230 Volt Weather Resistant receptacle for Aeration Cabinet*

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Includes 160' of PVC
Includes 160' of Trenching

- 1 Vertex Air 4 Aeration System (Site 168/169)
Includes:
 - 1 HP Compressor(s) (230V)
 - Pressure Relief Valve
 - Pressure Gauge
 - Air Filter / Muffler Assembly
 - GFCI protection breaker
 - Lockable / Weatherproof / Sound Reducing Cabinet
 - Large Sound Kit Sub Assembly
 - Cabinet mounting pad
 - Cabinet Exhaust Fan
 - Six (6) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
 - Check Valves
 - Adjustable air distribution manifolds
 - Valve Box with three valves
 - 2,350 ft. underwater self-weighted air delivery tubing
(5/8" ID / 1 1/4" OD)
 - All labor and parts necessary for proper installation

Includes Electrical Services

 - New Stand Alone 120/240 Volt Single Phase 60 Amp
 - 230 Volt Weather Resistant receptacle for Aeration Cabinet

Includes running PVC through Lake Connector

Includes 320' of PVC
Includes 60' of Trenching

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

*For all single-phase units customer must provide suitable 120V or 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SŌLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SŌLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

Warranty:

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1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Vertex Water Features *Pond and Lake Aeration* BOTTOM AERATION

With
Vertex
MicronBubble™
Technology



AIR4 XL2™

The Vertex Air4 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, an Air4 XL2™ can aerate approximately 5-7 acres depending on shape, slope, oxygen demand and other factors. Two 1/2hp Brookwood™ SafeStart™ compressors, housed in our rustproof aluminum outdoor cabinet, feed four bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.



FEATURES

AIRSTATIONXL2™

- ◆ Total pumping capacity of up to 19,300 GPM
- ◆ Eight 9" flexible membrane discs with MicronBubble™ technology
- ◆ Shallow water Airstation optional for depths lower than 8'
- ◆ Self-cleaning, low maintenance
- ◆ Rugged EPDM construction with vacuum formed and sonic welded HDPE base unit
- ◆ Lipped edge prevents sinking into soft bottom sediments
- ◆ 5-year "No Questions" warranty

BROOKWOOD™ COMPRESSOR

- ◆ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ◆ Vertex SafeStart™ Technology
- ◆ UL, 115v or 230v, 35 Max PSI
- ◆ Thermal overload protection
- ◆ (2)1/2hp (0.75kW): low electrical costs
- ◆ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ◆ Class "A" GFCI protection on all 115v circuits
- ◆ Powder coated aluminum for a durable attractive finish
- ◆ Two high capacity 290 CFM fan
- ◆ Easy access design with cam lock
- ◆ Easy plug-in connection to waterside electrical service
- ◆ Disconnect switch
- ◆ Heavy duty, light weight mounting pad included
- ◆ Sound dampening kit optional
- ◆ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

- ◆ Over-sized I.D. for high flow
- ◆ Self-weighted for easy installation
- ◆ Available in 100' and 500' increments
- ◆ 15-year Vertex warranty

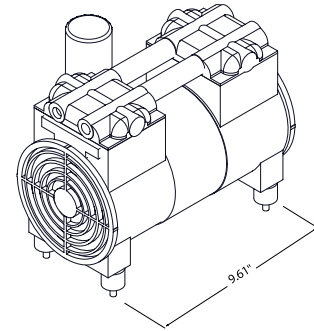
BENEFITS TO THE LAKE

- ◆ High pumping rate easily penetrates stratification layers
- ◆ Circulates entire water column
- ◆ Increases oxygen levels throughout water column
- ◆ Promotes beneficial bacteria growth
- ◆ Prevents low oxygen fish kills
- ◆ Reduces nutrient levels and associated algae growth
- ◆ Oxidizes/reduces bottom muck
- ◆ Expands oxygenated habitat for improved fisheries
- ◆ Reduces aquatic midge and mosquito insect hatches
- ◆ Eliminates foul odors from undesirable dissolved gasses
- ◆ Safe entry – no electricity in the water
- ◆ Extremely energy efficient

SPECIFICATIONS: AIR4 XL2™ LAKE AERATION SYSTEM

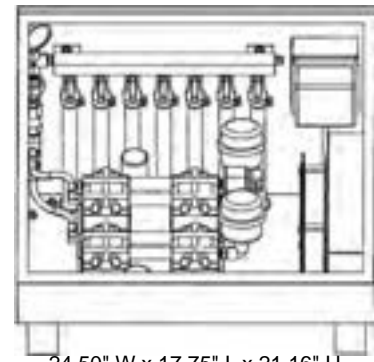
BROOKWOOD™ COMPRESSOR

Two 1/2hp (0.75kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2-3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



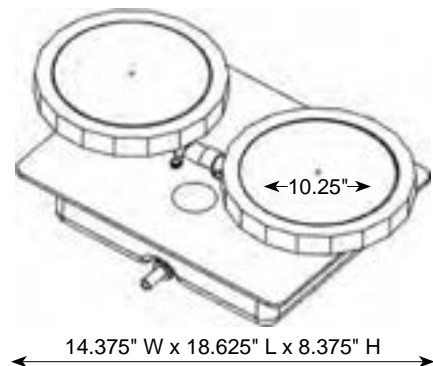
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class a GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



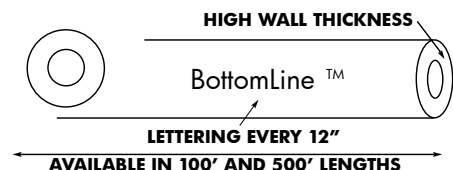
AIRSTATION XL2™ ASSEMBLY

Diffuser station consisting of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station is equipped with vacuum formed HDPE base, sonic spot-welded to provide unit integrity. Base unit is made of hollow chamber design for the addition of inert pea gravel ballast and have lipped design to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



Vertex Water Features
Pond and Lake Aeration

(844) 432-4303 • info@vertexwaterfeatures.com
www.vertexwaterfeatures.com

Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.
©Vertex Water Features rev.051116



Vertex Water Features *Pond and Lake Aeration* BOTTOM AERATION

With
Vertex
MicronBubble™
Technology



AIR6 XL2™

The Vertex Air6 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, an Air6 XL2™ can aerate approximately 5-8 acres depending on shape, slope, oxygen demand and other factors. Two 1/2hp (0.75kW) Brookwood™ SafeStart™ compressors, housed in our rustproof aluminum outdoor cabinet, feed six bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.



FEATURES

AIRSTATIONXL2™

- ◆ Total pumping capacity of up to 22,600 GPM
- ◆ Twelve 9" flexible membrane discs with MicronBubble™ technology
- ◆ Shallow water Airstation optional for depths lower than 8'
- ◆ Self-cleaning, low maintenance
- ◆ Rugged EPDM construction with vacuum formed and sonic welded HDPE base unit
- ◆ Lipped edge prevents sinking into soft bottom sediments
- ◆ 5-year "No Questions" warranty

BROOKWOOD™ COMPRESSOR

- ◆ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ◆ Vertex SafeStart™ Technology
- ◆ UL, 115v or 230v, 35 Max PSI
- ◆ Thermal overload protection
- ◆ (2)1/2hp (0.75kW): low electrical costs
- ◆ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ◆ Class "A" GFCI protection on all 115v circuits
- ◆ Powder coated aluminum for a durable attractive finish
- ◆ Two high capacity 290 CFM fan
- ◆ Easy access design with cam lock
- ◆ Easy plug-in connection to waterside electrical service
- ◆ Disconnect switch
- ◆ Heavy duty, light weight mounting pad included
- ◆ Sound dampening kit optional
- ◆ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

- ◆ Over-sized I.D. for high flow
- ◆ Self-weighted for easy installation
- ◆ Available in 100' and 500' increments
- ◆ 15-year Vertex warranty

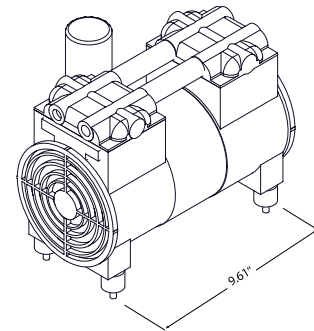
BENEFITS TO THE LAKE

- ◆ High pumping rate easily penetrates stratification layers
- ◆ Circulates entire water column
- ◆ Increases oxygen levels throughout water column
- ◆ Promotes beneficial bacteria growth
- ◆ Prevents low oxygen fish kills
- ◆ Reduces nutrient levels and associated algae growth
- ◆ Oxidizes/reduces bottom muck
- ◆ Expands oxygenated habitat for improved fisheries
- ◆ Reduces aquatic midge and mosquito insect hatches
- ◆ Eliminates foul odors from undesirable dissolved gases
- ◆ Safe entry – no electricity in the water
- ◆ Extremely energy efficient

SPECIFICATIONS: AIR6 XL2™ LAKE AERATION SYSTEM

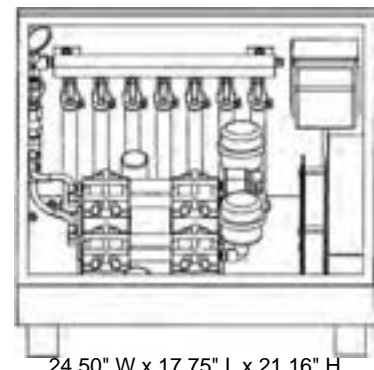
BROOKWOOD™ COMPRESSOR

Two 1/2hp (0.75kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2-3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



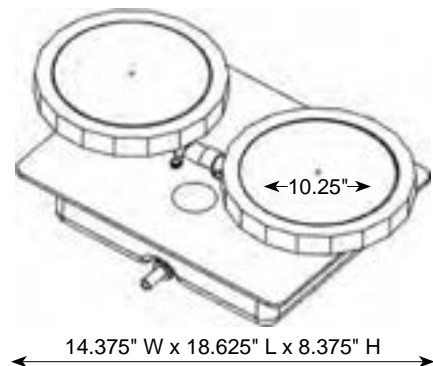
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class a GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



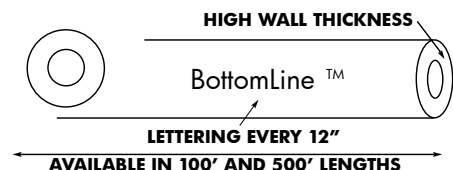
AIRSTATION XL2™ ASSEMBLY

Diffuser station consisting of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station is equipped with vacuum formed HDPE base, sonic spot-welded to provide unit integrity. Base unit is made of hollow chamber design for the addition of inert pea gravel ballast and have lipped design to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



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Pond and Lake Aeration

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Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.
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Vertex Water Features Pond and Lake Aeration

BOTTOM AERATION

With
Vertex
MicronBubble™
Technology



HF6 XL2™

The Vertex HF6 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, a HF6 XL2™ can aerate approximately 5-8 acres depending on shape, slope, oxygen demand and other factors. Two 3/4hp (1.12kW) Brookwood™ SafeStart™ compressors, housed in our rustproof aluminum outdoor cabinet, feed six bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.



FEATURES

AIRSTATIONXL2™

- ◆ Total pumping capacity of up to 22,600 GPM
- ◆ Twelve 9" flexible membrane discs with MicronBubble™ technology
- ◆ Shallow water Airstation optional for depths lower than 8'
- ◆ Self-cleaning, low maintenance
- ◆ Rugged EPDM construction with vacuum formed and sonic welded HDPE base unit
- ◆ Lipped edge prevents sinking into soft bottom sediments
- ◆ 5-year "No Questions" warranty

BROOKWOOD™ COMPRESSOR

- ◆ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ◆ Vertex SafeStart™ Technology
- ◆ UL, 115v or 230v, 25 Max PSI
- ◆ Thermal overload protection
- ◆ (2)3/4hp (1.12kW): low electrical costs
- ◆ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ◆ Class "A" GFCI protection on all 115v circuits
- ◆ Powder coated aluminum for a durable attractive finish
- ◆ Two high capacity 290 CFM fan
- ◆ Easy access design with cam lock
- ◆ Easy plug-in connection to waterside electrical service
- ◆ Disconnect switch
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- ◆ Sound dampening kit optional
- ◆ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

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- ◆ Self-weighted for easy installation
- ◆ Available in 100' and 500' increments
- ◆ 15-year Vertex warranty

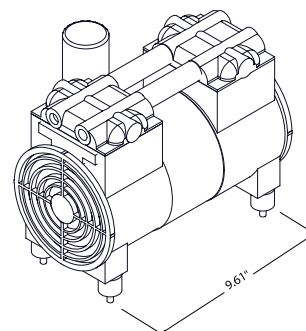
BENEFITS TO THE LAKE

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- ◆ Circulates entire water column
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- ◆ Oxidizes/reduces bottom muck
- ◆ Expands oxygenated habitat for improved fisheries
- ◆ Reduces aquatic midge and mosquito insect hatches
- ◆ Eliminates foul odors from undesirable dissolved gases
- ◆ Safe entry – no electricity in the water
- ◆ Extremely energy efficient

SPECIFICATIONS: HF6 XL2™ LAKE AERATION SYSTEM

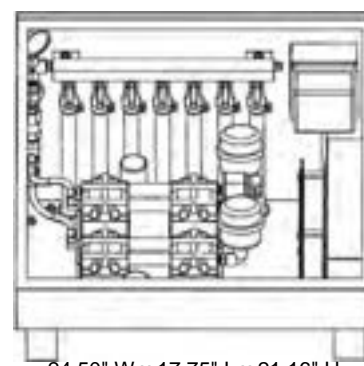
BROOKWOOD™ COMPRESSOR

Two 3/4hp (1.12kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2-3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



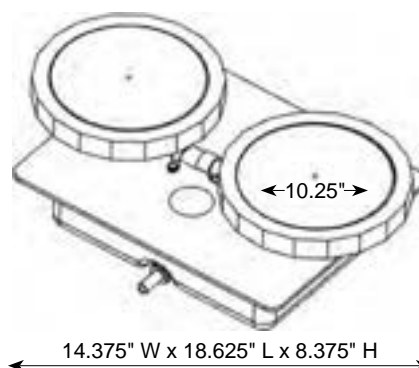
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class a GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



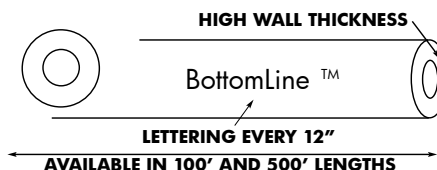
AIRSTATION XL2™ ASSEMBLY

Diffuser station consisting of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station is equipped with vacuum formed HDPE base, sonic spot-welded to provide unit integrity. Base unit is made of hollow chamber design for the addition of inert pea gravel ballast and have lipped design to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



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Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.
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Vertex LL 33HE™ Compressor System



Do you want to control unsightly and harmful algae blooms, eliminate foul odors, reduce muck, improve fisheries and add life giving oxygen to your waterway?

The new Vertex LL 33HE™ high efficiency air compressor system is ideal for aerating larger lakes, inland canals, harbors and marinas. The LL 33HE provides you our most advanced technology yet in large single phase compressor systems for restoring impaired waterways.

Features & Benefits

- ♦ **Powerful:** Brookwood super-duty 230V single phase HighFlow™ compressors provide 30 PSI of working pressure, for depths up to 50' deep.
- ♦ **Higher Efficiency:** Brookwood HighFlow™ systems reduce monthly electric bills about 40% over rotary vane and 10% over other piston compressor systems.
- ♦ **Total Airflow:** 33 Cubic Feet/Minute – Industries highest flow rate and a 50% increase over our next largest single phase system.
- ♦ **Epoxy Coated Compressor Heads:** New corrosion protective coating protect components against demanding summer temperatures and high humidity.
- ♦ **Extended Service Intervals:** When operated 24/7, the compressor service interval is typically every two to three years.
- ♦ **Compressor Cabinet:** Heavy gauge, powder coated, reinforced and welded aluminum construction with stainless steel fasteners.
- ♦ **Redundant Cooling System:** Three oversized 7" axial fans with excess capacity to protect compressors from over-heating and premature motor failure for world-class reliability.
- ♦ **Vertex SafeStart™:** This exclusive technology boosts airflow while allowing safe, automatic restart following power supply interruption.
- ♦ **Versatility:** System is totally customizable, operates all models of Vertex AirStations™, BottomLine air supply tubing and VBS remote valve boxes as needed.
- ♦ **World's Best Warranty:** 3 years parts coverage on compressor system excluding wearable parts (air filters and compressor maintenance kits), 5 years on all AirStations™ and 15 years on BottomLine™ air supply tubing. See our website for details.



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Up Your Game with Vertex quality and performance.

Call Vertex Water Features today for free consulting and design services and the location of a dealer near you.

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 151
Date:	October 21, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	3.43
Perimeter Feet:	2,568
Slope Ratio Relative to 1	3.0
Average Center Depth:	20.0
Average Depth	9.7
Circulation Constraint Percentage	0.0
Total Acre Feet	33.2
Lake Volume (Gallons)	10,826,624
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	10,826,624
GPM Per AirStation	4,878
Gallons Pumped / Day	28,096,146
System Working Pressure (PSI)	14.5
Air Delivery Per AirStation at Depth(CFM)	2.1
Number of CoActive AirStations Specified:	4
Complete Turnovers / Day	2.60

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

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Air 4



Legend

Compressor Cabinet
AirStation
BottomLine Tubing

Optional Equipment

Shoreline Valve Box
1" PVC Pipe

Site and System Specifications

Surface Acres:	3.4
Perimeter Feet:	2,568
Lake Volume, Gal.:	10,826,624
Total Acre Feet:	33.2
# of AirStations:	4
CFM / AirStation:	2.1
GPM / AirStation:	4,878
Daily Pumpage:	28,096,146
Turnovers/Day:	2.60
System PSI:	14.5

Date: 10/21/21



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 152
Date:	October 21, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	10.87
Perimeter Feet:	2,736
Slope Ratio Relative to 1	3.0
Average Center Depth:	20.0
Average Depth	16.5
Circulation Constraint Percentage	0.0
Total Acre Feet	179.7
Lake Volume (Gallons)	58,559,166
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	58,559,166
GPM Per AirStation	6,210
Gallons Pumped / Day	89,422,092
System Working Pressure (PSI)	13.3
Air Delivery Per AirStation at Depth(CFM)	3.0
Number of CoActive AirStations Specified:	10
Complete Turnovers / Day	1.53

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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LL33HE 10XL2 VBS



Legend

Compressor Cabinet
AirStation
BottomLine Tubing

Optional Equipment

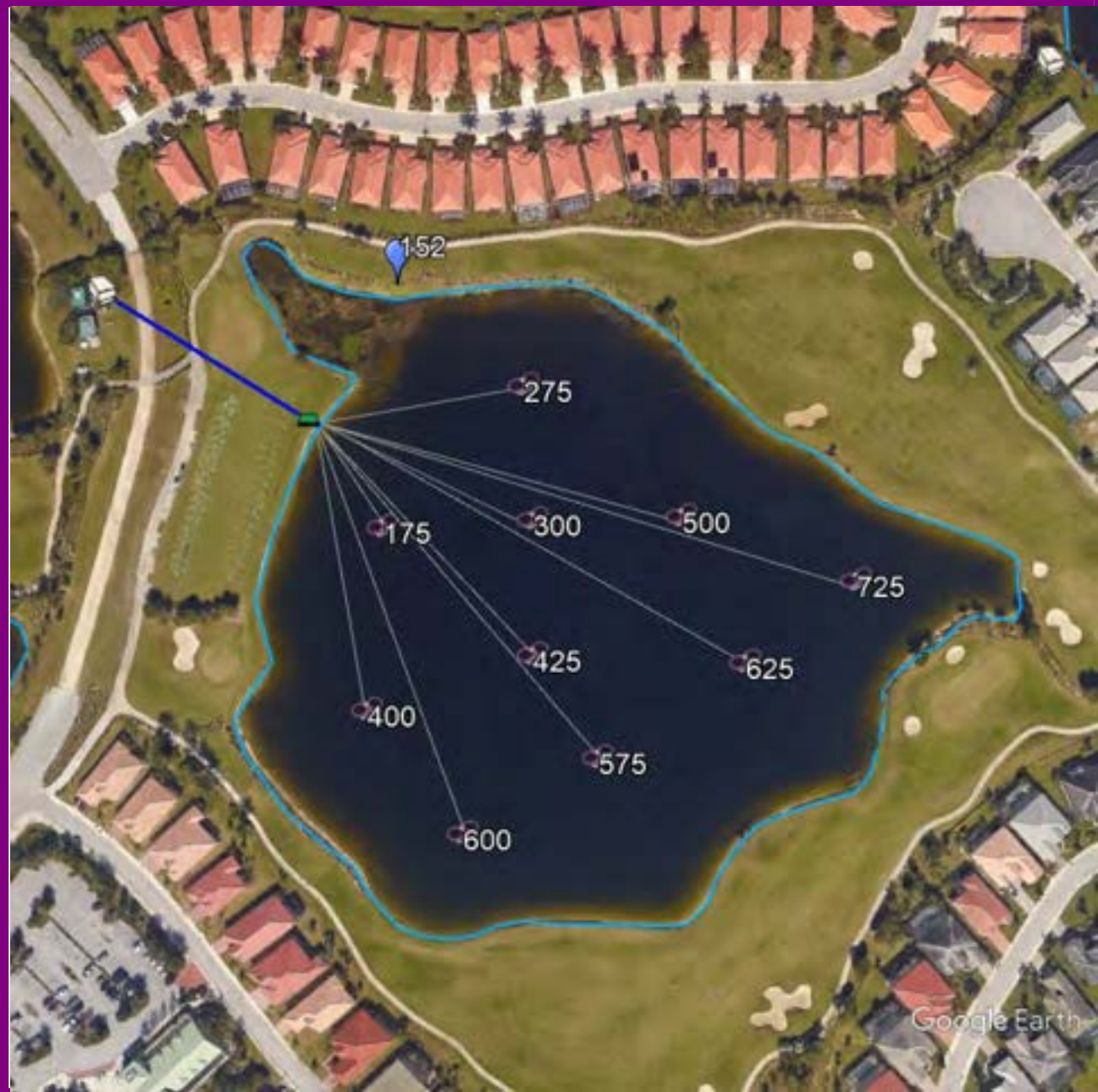
Shoreline Valve Box
1" PVC Pipe

Site and System Specifications

Surface Acres: 10.9
Perimeter Feet: 2,736
Lake Volume, Gal.: 58,559,166
Total Acre Feet: 179.7

of AirStations: 10
CFM / AirStation: 2.96
GPM / AirStation: 6,210
Daily Pumpage: 89,422,092
Turnovers/Day: 1.53
System PSI: 13.3

Date: 10/21/21



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 154
Date:	November 24, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	5.04
Perimeter Feet:	3,362
Slope Ratio Relative to 1	3.0
Average Center Depth:	12.0
Average Depth	8.7
Circulation Constraint Percentage	0.0
Total Acre Feet	43.8
Lake Volume (Gallons)	14,274,812
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	14,274,812
GPM Per AirStation	3,321
Gallons Pumped / Day	23,914,656
System Working Pressure (PSI)	13.7
Air Delivery Per AirStation at Depth(CFM)	1.5
Number of CoActive AirStations Specified:	5
Complete Turnovers / Day	1.68

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 155
Date:	November 24, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	0.82
Perimeter Feet:	920
Slope Ratio Relative to 1	1.0
Average Center Depth:	8.0
Average Depth	7.2
Circulation Constraint Percentage	33.3
Total Acre Feet	5.9
Lake Volume (Gallons)	1,917,341
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	1,917,341
GPM Per AirStation	2,510
Gallons Pumped / Day	7,229,929
System Working Pressure (PSI)	15.4
Air Delivery Per AirStation at Depth(CFM)	1.5
Number of CoActive AirStations Specified:	2
Complete Turnovers / Day	3.77

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Shared Air System



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



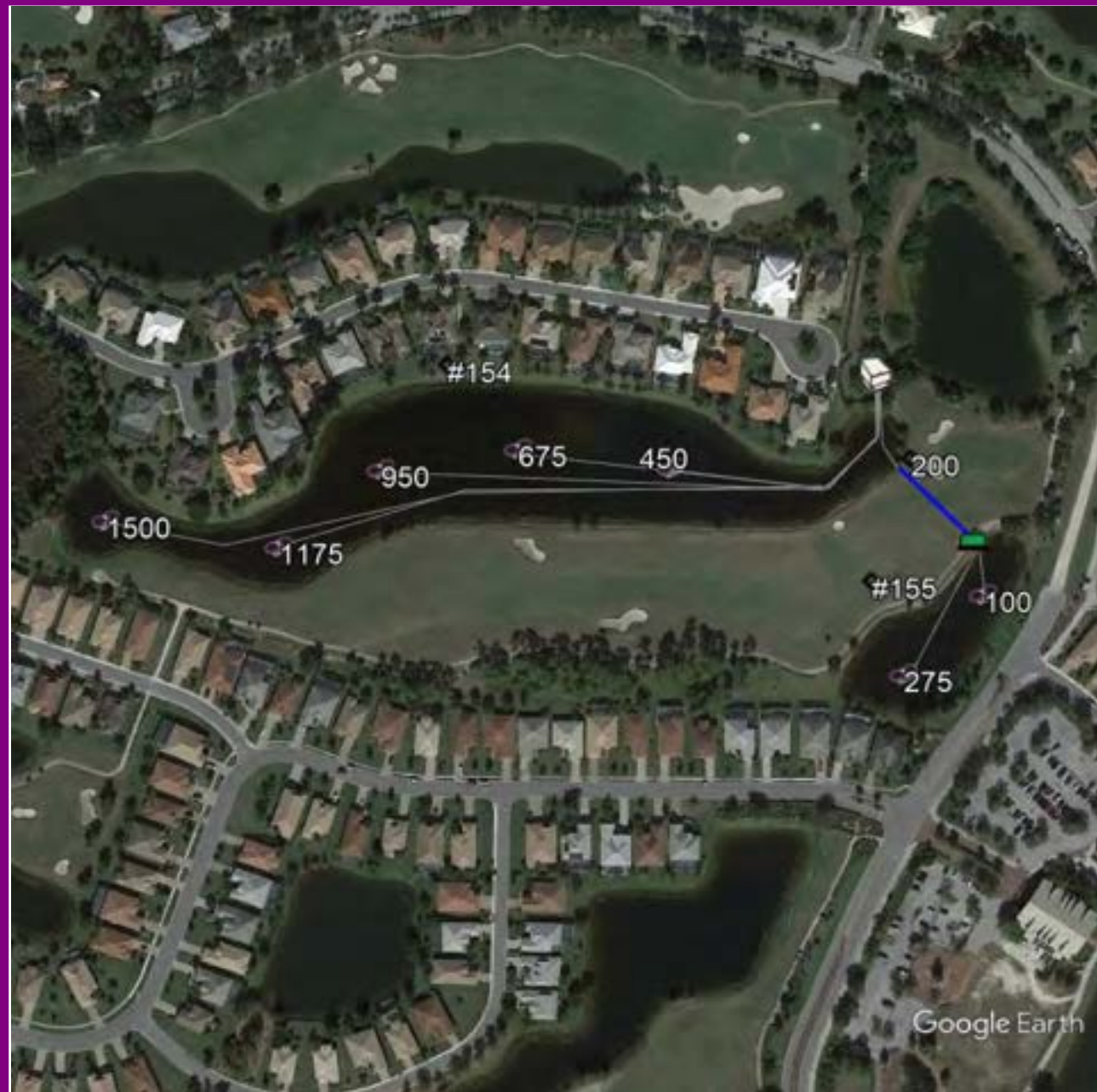
1" PVC Pipe

Site and System Specifications

Surface Acres: 0.8
Perimeter Feet: 920
Lake Volume, Gal.: 1,917,341
Total Acre Feet: 5.9

of AirStations: 2
CFM / AirStation: 1.5
GPM / AirStation: 2,510
Daily Pumpage: 7,229,929
Turnovers/Day: 3.77
System PSI: 15.4

Date: 11/24/21



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 159
Date:	October 21, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	4.25
Perimeter Feet:	3,169
Slope Ratio Relative to 1	3.0
Average Center Depth:	14.0
Average Depth	9.0
Circulation Constraint Percentage	0.0
Total Acre Feet	38.1
Lake Volume (Gallons)	12,418,174
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	12,418,174
GPM Per AirStation	4,454
Gallons Pumped / Day	25,653,003
System Working Pressure (PSI)	10.5
Air Delivery Per AirStation at Depth(CFM)	2.1
Number of CoActive AirStations Specified:	4
Complete Turnovers / Day	2.07

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Air 4 VBS



Legend

Compressor Cabinet
AirStation
BottomLine Tubing

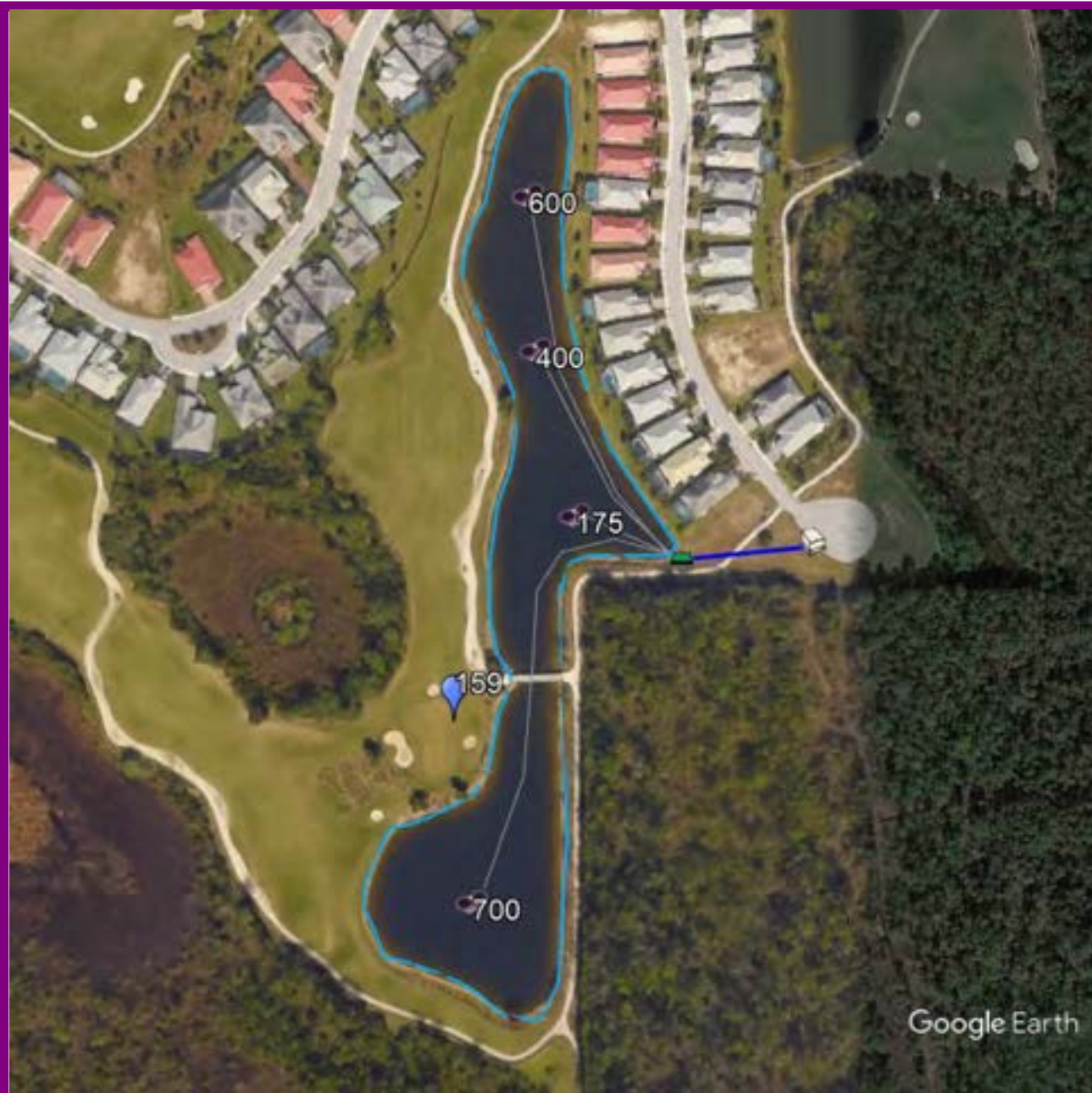
Optional Equipment

Shoreline Valve Box
1" PVC Pipe

Site and System Specifications

Surface Acres:	4.3
Perimeter Feet:	3,169
Lake Volume, Gal.:	12,418,174
Total Acre Feet:	38.1
# of AirStations:	4
CFM / AirStation:	2.1
GPM / AirStation:	4,454
Daily Pumpage:	25,653,003
Turnovers/Day:	2.07
System PSI:	10.5

Date: 10/21/21



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 161
Date:	October 21, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	2.50
Perimeter Feet:	2,010
Slope Ratio Relative to 1	3.0
Average Center Depth:	12.0
Average Depth	8.0
Circulation Constraint Percentage	0.0
Total Acre Feet	20.0
Lake Volume (Gallons)	6,527,571
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	6,527,571
GPM Per AirStation	2,970
Gallons Pumped / Day	8,552,681
System Working Pressure (PSI)	13.3
Air Delivery Per AirStation at Depth(CFM)	1.2
Number of CoActive AirStations Specified:	2
Complete Turnovers / Day	1.31

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

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Shared HF 1 HP



Legend

Compressor Cabinet
AirStation
BottomLine Tubing

Optional Equipment

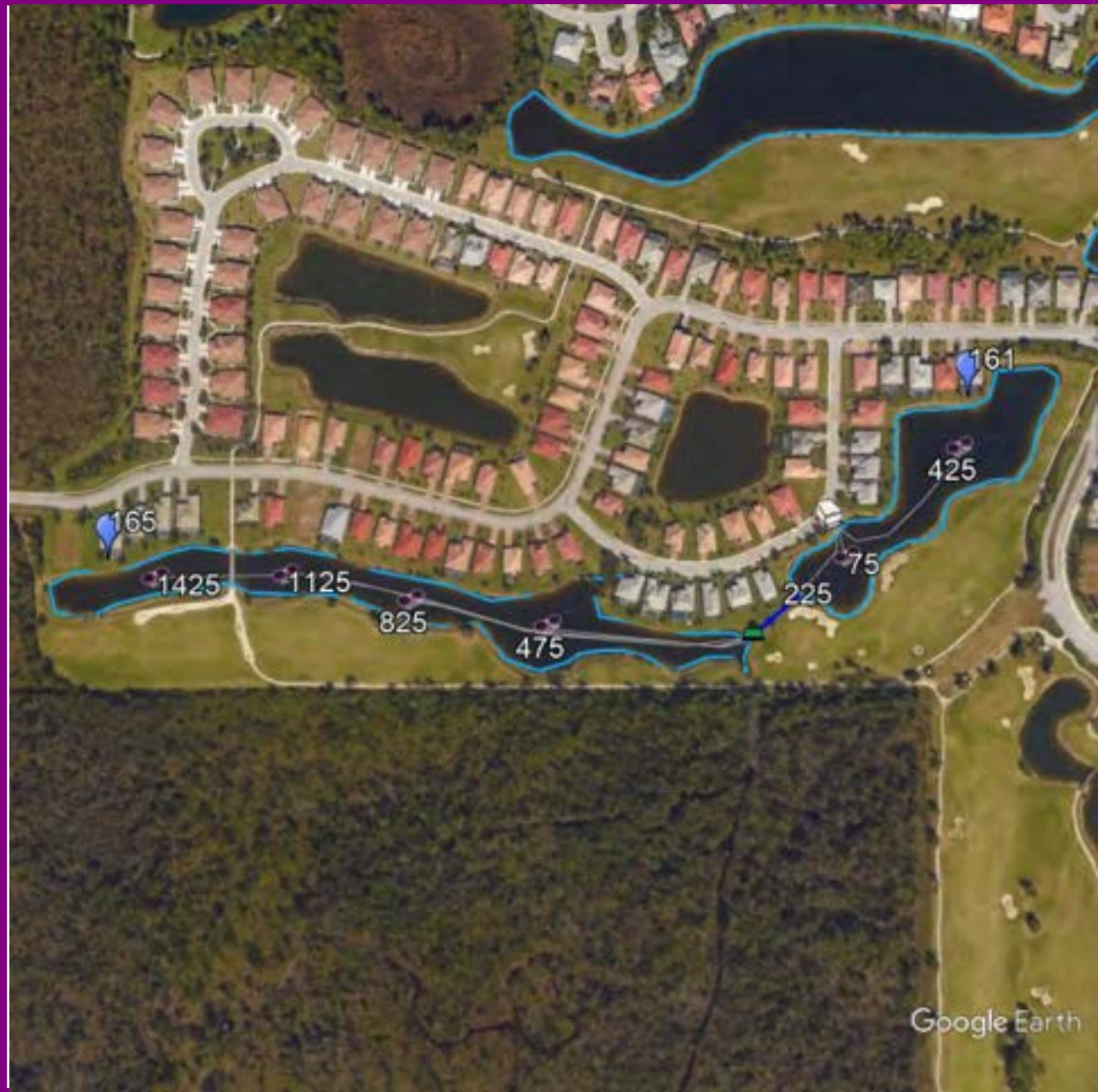
Shoreline Valve Box
1" PVC Pipe

Site and System Specifications

Surface Acres: 2.5
Perimeter Feet: 2,010
Lake Volume, Gal.: 6,527,571
Total Acre Feet: 20.0

of AirStations: 2
CFM / AirStation: 1.23
GPM / AirStation: 2,970
Daily Pumpage: 8,552,681
Turnovers/Day: 1.31
System PSI: 13.3

Date: 10/21/21



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 165
Date:	October 21, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	4.00
Perimeter Feet:	3,608
Slope Ratio Relative to 1	3.0
Average Center Depth:	12.0
Average Depth	7.5
Circulation Constraint Percentage	0.0
Total Acre Feet	30.1
Lake Volume (Gallons)	9,810,680
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	9,810,680
GPM Per AirStation	2,970
Gallons Pumped / Day	17,105,361
System Working Pressure (PSI)	13.3
Air Delivery Per AirStation at Depth(CFM)	1.2
Number of CoActive AirStations Specified:	4
Complete Turnovers / Day	1.74

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 168
Date:	November 24, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	2.50
Perimeter Feet:	2,035
Slope Ratio Relative to 1	3.0
Average Center Depth:	13.0
Average Depth	8.3
Circulation Constraint Percentage	0.0
Total Acre Feet	20.7
Lake Volume (Gallons)	6,730,905
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	6,730,905
GPM Per AirStation	3,394
Gallons Pumped / Day	14,660,357
System Working Pressure (PSI)	11.3
Air Delivery Per AirStation at Depth(CFM)	1.4
Number of CoActive AirStations Specified:	3
Complete Turnovers / Day	2.18

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	CFM CDD Site 169
Date:	November 24, 2021
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	2.56
Perimeter Feet:	1,906
Slope Ratio Relative to 1	3.0
Average Center Depth:	14.0
Average Depth	9.0
Circulation Constraint Percentage	0.0
Total Acre Feet	23.0
Lake Volume (Gallons)	7,486,406
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	7,486,406
GPM Per AirStation	3,506
Gallons Pumped / Day	15,146,423
System Working Pressure (PSI)	11.3
Air Delivery Per AirStation at Depth(CFM)	1.4
Number of CoActive AirStations Specified:	3
Complete Turnovers / Day	2.02

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Shared Air System



Legend

Compressor Cabinet
AirStation
BottomLine Tubing

Optional Equipment

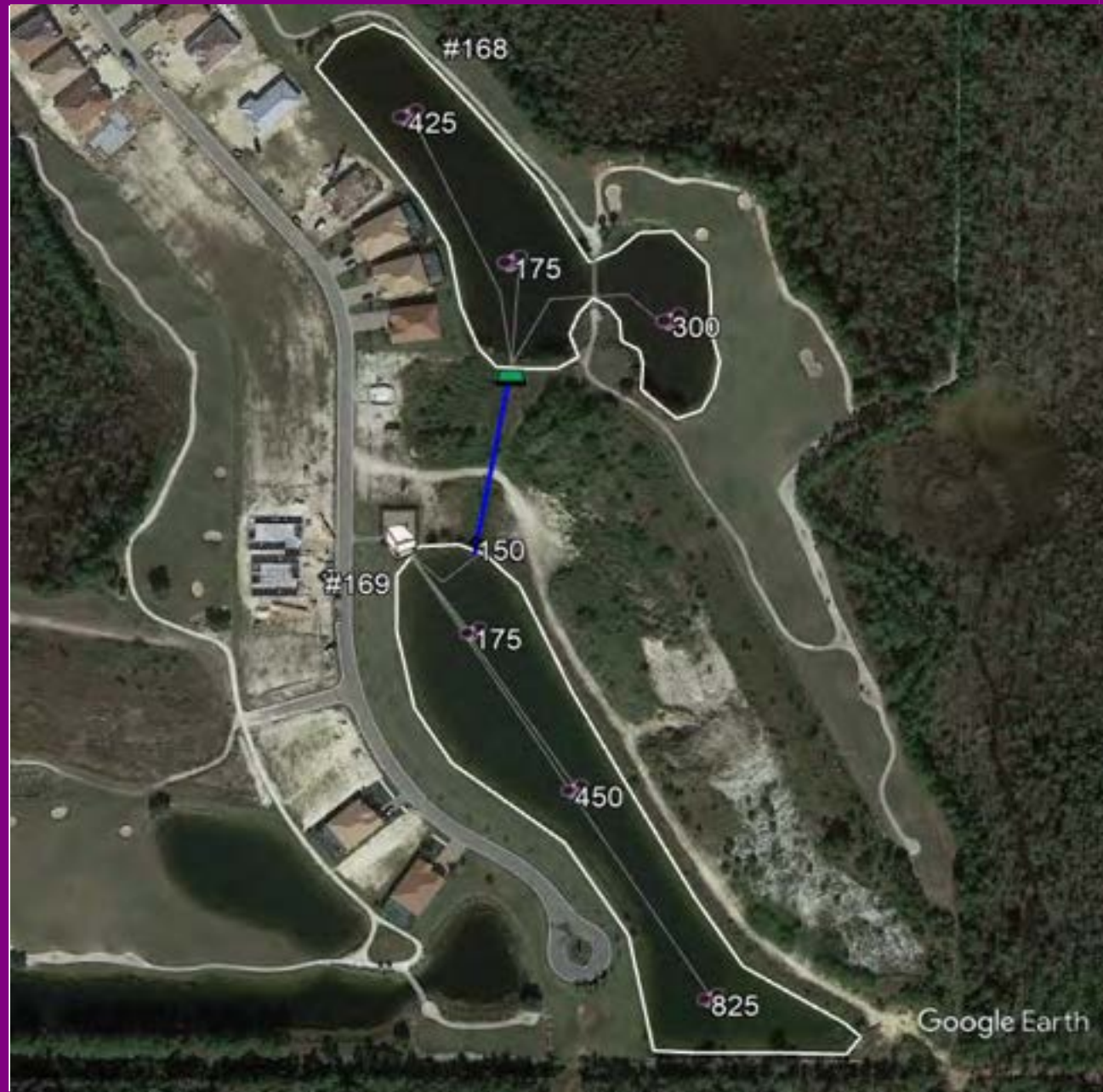
Shoreline Valve Box
1" PVC Pipe

Site and System Specifications

Surface Acres: 2.5
Perimeter Feet: 2,035
Lake Volume, Gal.: 6,730,905
Total Acre Feet: 20.7

of AirStations: 3
CFM / AirStation: 1.43
GPM / AirStation: 3,394
Daily Pumpage: 14,660,357
Turnovers/Day: 2.18
System PSI: 11.3

Date: 11/24/21



Tab 2



AERATION PROPOSAL

CFM CDD

**Especially Prepared For:
Belinda Blandon, District Manager**



October 29, 2021

CFM CDD
ATTN: Belinda Blandon
C/o: Rizzetta & Company
9530 Marketplace Rd #206
Fort Myers, FL 33912

RE: Lake Bed Aeration

Dear Belinda:

We greatly appreciate the opportunity to bid on this project for you! Attached is the agreement for care of the aeration installation at CFM CDD.

Superior Waterway Services, Inc. is a full-service environmental resource management team, offering a wide variety of services, including:

- Lake management including algae, border grass and aquatic weed control
- Mitigation wetland preserve management including invasive plant control.
- Aqua Master fountain and aeration system sales and service.
- DredgeSox earth-friendly erosion control system.
- Environmental and wetland monitoring for agency compliance.

Our team leads the industry and has an exemplary reputation with many government agencies, builders, developers, property managers and homeowner associations. Our State-certified, trained biologists have been providing environmental services for many of Florida's waterways and natural areas since 1999.

Superior Waterway Services is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

SUPERIOR WATERWAY SERVICES, INC.

Andy Nott
Director of Sales & Operation
SW Florida



Personal Experience:

I have been the industry for over 20 years during this time I have performed jobs in every part of this industry from preserve/wetland management, lake maintenance, erosion control, planting and past 10 years I have handled fountain/aeration installations for many large projects from design to install, by handling every detail on these jobs it built the skills needed to handle large scale aeration projects like these.

Past Projects:

- *Mediterra CDD: designed, installed, and maintained 76 aeration systems.
- *The Brooks CDD: designed, installed over 28 and maintained over 60 aeration systems
- * Bayside/Baycreek CDD: designed, installed over 18 and maintained over 43 aeration systems
- *Forest Glen Golf & Country Club: designed, installed, and maintained 19 aeration systems.
- *Pelican Preserve at Gateway CDD: designed, installed, over 50 aeration systems.
- *Island County Club: designed, installed, and maintained 17 aeration systems.
- *Portico CDD: designed, installed, and maintained 10 aeration systems.

Aesthetic enhancement and biological benefits that may be expected from your aerators are:

- Increased circulation and destratification.
- Reduced water stagnation.
- Increased life-sustaining oxygen for fish populations.
- Increased oxygen for the improvement of bottom-water quality.
- Increased oxygen for rapid decomposition of organic sediment.
- Increased oxygen to help control undesirable bacteria.
- A “healthier” aquatic environment.

All **Aqua Master** aeration systems are guaranteed for the following.

- 3-years part & labor for compressor & cooling fans
- 15-year warranty for weighted tubing
- 5-year warranty for all diffusers
- Life-time warranty for stainless steel cabinet.



SERVICE AGREEMENT INSTALLATION

October 28, 2021

CFM CDD

C/o: Rizzetta & Company
9530 Marketplace Rd #206
Fort Myers, FL 33912
Attention: Belinda Blandon

Property Address: 3006 Magnolia Landing Ln North Ft Myers, FL 33917

Terms: Balance due on completion work

DESCRIPTION

Supply and install the following lake aeration systems:

Lake 151:

One (1) Aqua Master AquaAir Ultra 4 aeration system, Includes stainless steel lockable, weatherproof cabinet, two (2) 1/2hp 115V dual piston compressors, four (4) 12" single membrane diffusers, 2000ft ½ self-weighted air tubing

New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next to transformer between 3400 and 3404 Crosswater Dr. Service installed by license electrical contractor includes permit.

80ft directional bore for electric to aeration cabinet, cabinet will be located in existing landscaping area. A 1" airline will run from cabinet to valve box at lake, this airline will be surface mounted behind landscaping and next to the wall.

Lake 152:

One (1) Aqua Master AquaAir Ultra 8 High Flow aeration system, Includes stainless steel lockable, weatherproof cabinet, three (3) 1/2hp 115V dual piston compressors, eight (8) 12" single membrane diffusers, 3600ft ½ self-weight air tubing, 300ft of 1-inch self-weighted tubing
New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next to transformer near irrigation pump house. Service installed by license electrical contractor includes permit. This service will supply power for lakes 152 and 154. Cabinet will be located next to new service.

180 ft directional bore from cabinet to lake for airline.

Lake 154:

One (1) Aqua Master AquaAir Ultra 5 High Flow aeration system, Includes stainless steel lockable, weatherproof cabinet, three (3) 1/2hp 115V dual piston compressors, five (5) 12" single membrane diffusers, 2600ft ½ self-weight air tubing, 650ft of 1-inch self-weighted tubing
Shares power supply with lake 152, Cabinet will be located next to new service
520 ft trenching and PVC pipe from cabinet to lake bank for airline.

Lake 155:

One (1) Aqua Master AquaAir Ultra 2 aeration system, Includes stainless steel lockable, weatherproof cabinet, one (1) 1/2hp 115V dual piston compressors, two (2) 12" single membrane diffusers, 1375ft ½ self-weight air tubing.
New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next transformer near club house parking lot. Service installed by license electrical contractor includes permit. Cabinet will be located next to new service.
90' directional bore under road for airline.

Lake 159:

One (1) Aqua Master AquaAir Ultra 5 aeration system, Includes stainless steel lockable, weatherproof cabinet, two (2) 1/2hp 115V dual piston compressors, five (5) 12" single membrane diffusers, 1900ft ½ self-weighted air tubing
New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next to transformer at 3565 Crosswater Dr. Service installed by license electrical contractor includes permit.
300ft trenching for electric for aeration cabinet, cabinet will be located on lake bank between cart path and lake.

Lake 161:

One (1) Aqua Master AquaAir Ultra 3 aeration system, Includes stainless steel lockable, weatherproof cabinet, one (1) 1/2hp 115V dual piston compressors, three (3) 12" single membrane diffusers, 1200ft ½ self-weighted air tubing
New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next to transformer between 3370 and 3374 Magnolia Landing Ln. Service installed by license electrical contractor includes permit.
140ft directional bore/ trenching for electric to aeration cabinet, cabinet will be located in existing landscaping area.



Lake 164/165 Shared System:

One (1) Aqua Master AquaAir Ultra 7 aeration system, Includes stainless steel lockable, weatherproof cabinet, three (3) 1/2hp 115V dual piston compressors, seven (7) 12" single membrane diffusers, 2900ft ½ self-weighted air tubing, 2000ft of 1-inch self-weighted tubing

New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next to transformer between 3200 and 3204 Magnolia Landing Ln. Service installed by license electrical contractor includes permit.

170ft directional bore for electric to aeration cabinet, cabinet will be located in existing landscaping area. 1" airlines will run from cabinet to valve box at lake, these airlines will be surface mounted through preserve.

Lake 164 has two diffusers the 1-inch airline will run through lake connect pipes.

Lake 165 has five (5) diffusers.

Lake 168/169 Shared System:

One (1) Aqua Master AquaAir Ultra 6 High Flow aeration system, Includes stainless steel lockable, weatherproof cabinet, three (3) 1/2hp 115V dual piston compressors, six (6) 12" single membrane diffusers, 2900ft ½ self-weighted air tubing, 500ft of 1-inch self-weighted tubing

New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next to transformer. Service installed by license electrical contractor includes permit.

65ft trenching for electric to aeration cabinet, cabinet will be located next existing pump station.

Lake 168 has three (3) diffusers the 1-inch airline will run through lake connect pipe

Lake 169 has three (3) diffusers

***Superior Waterway Services, Inc. (SWS) did not verify that the lake connecting pipe is accessible, if pipe is not accessible or do not run from lake to lake then additional electric services and/or boring/trenching may be needed. This would be done at additional cost to CFM CDD**

***If CFM CDD agrees and approves SWS bid, SWS will verify connecting pipes are accessible and can be used prior to start of project**

***This offer is good until December 31, 2021**

***Warranty: Three (3) years on compressors and ninety (90) days on labor**

**SUPERIOR WATERWAY
SERVICES, INC.**



Total installation cost: \$161,737.00

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above
prices, specifications, and conditions are
satisfactory and are hereby accepted.

By: _____

By: _____

Dated: _____

**AquaAir Ultra 4, 120V
Single Membrane Diffusers**

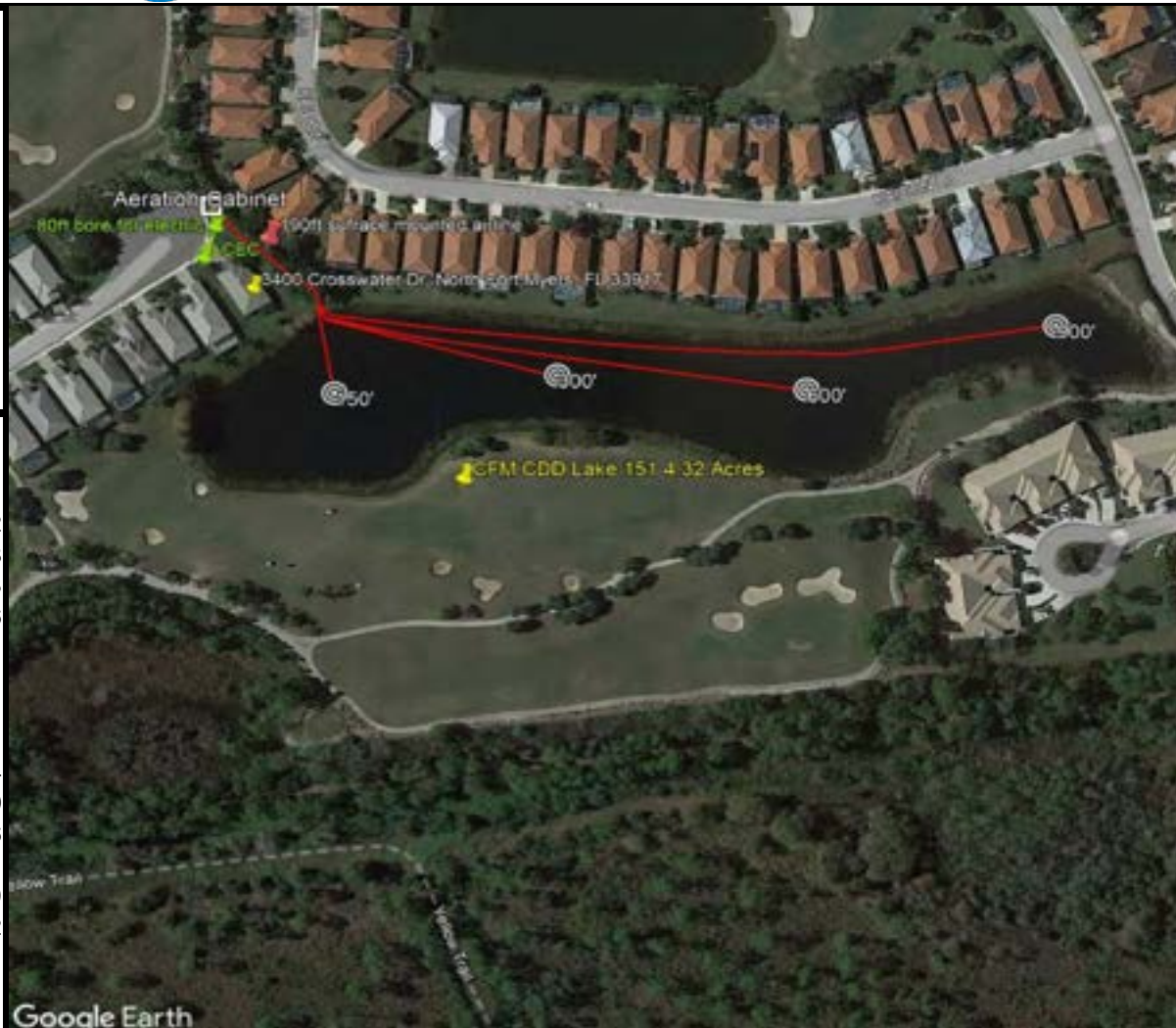


Site Information

Surface Area (acres):	4.32
Average Depth (feet):	8
Volume (gallons):	11,260,643
Volume (acre feet):	34.6

System Specifications

Total Diffusers:	4
CFM per System:	10
GPM per Diffuser:	4136
System Total Daily Pumpage (gallons):	23,823,360
Turnover per Day	2.12



**AquaAir Ultra 8HF, 120V
Single Membrane Diffusers**

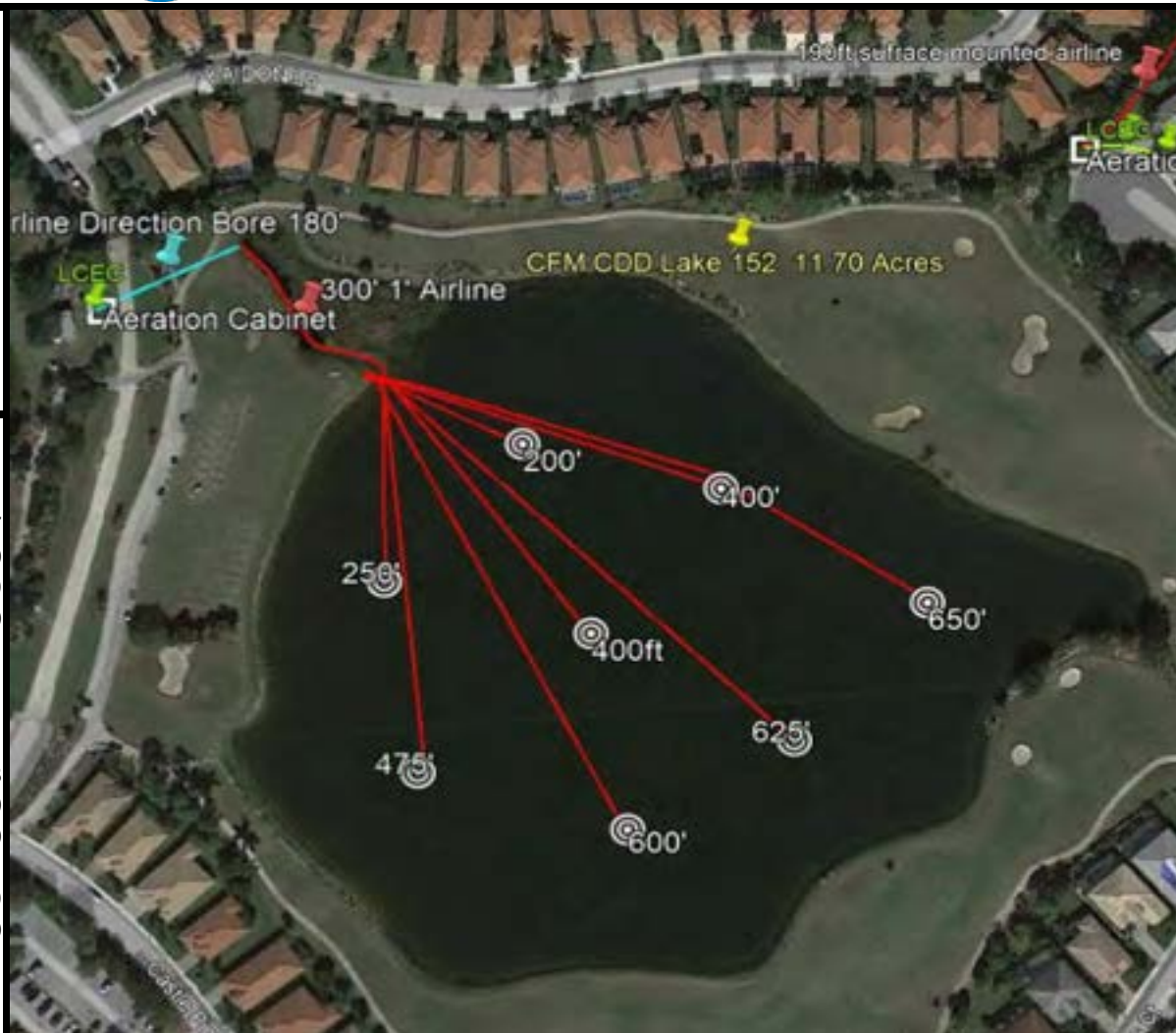


Site Information

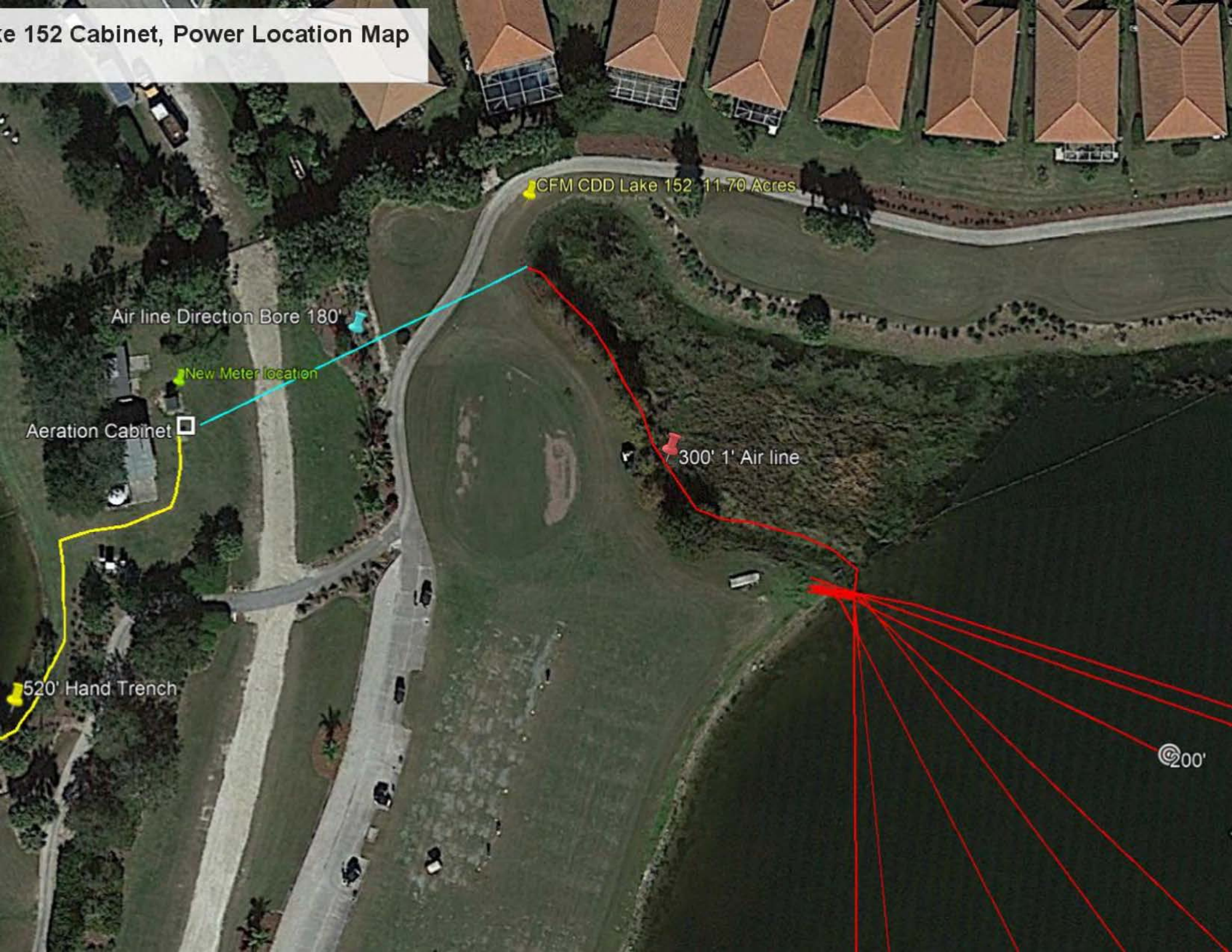
Surface Area (acres):	11.7
Average Depth (feet):	10
Volume (gallons):	38,121,970
Volume (acre feet):	117.0

System Specifications

Total Diffusers:	8
CFM per System:	20
GPM per Diffuser:	5300
System Total Daily Pumpage (gallons):	61,056,000
Turnover per Day	1.60



CFM Lake 152 Cabinet, Power Location Map



**AquaAir Ultra 5, 120V
Single Membrane Diffusers**



Site Information

Surface Area (acres):	6.15
Average Depth (feet):	8
Volume (gallons):	16,030,777
Volume (acre feet):	49.2

System Specifications

Total Diffusers:	5
CFM per System:	15
GPM per Diffuser:	3710
System Total Daily Pumpage (gallons):	26,712,000
Turnover per Day	1.67



CFM CDD Lake 154 Cabinet, Power Location Map



**AquaAir Ultra 2, 120V
Single Membrane Diffusers**

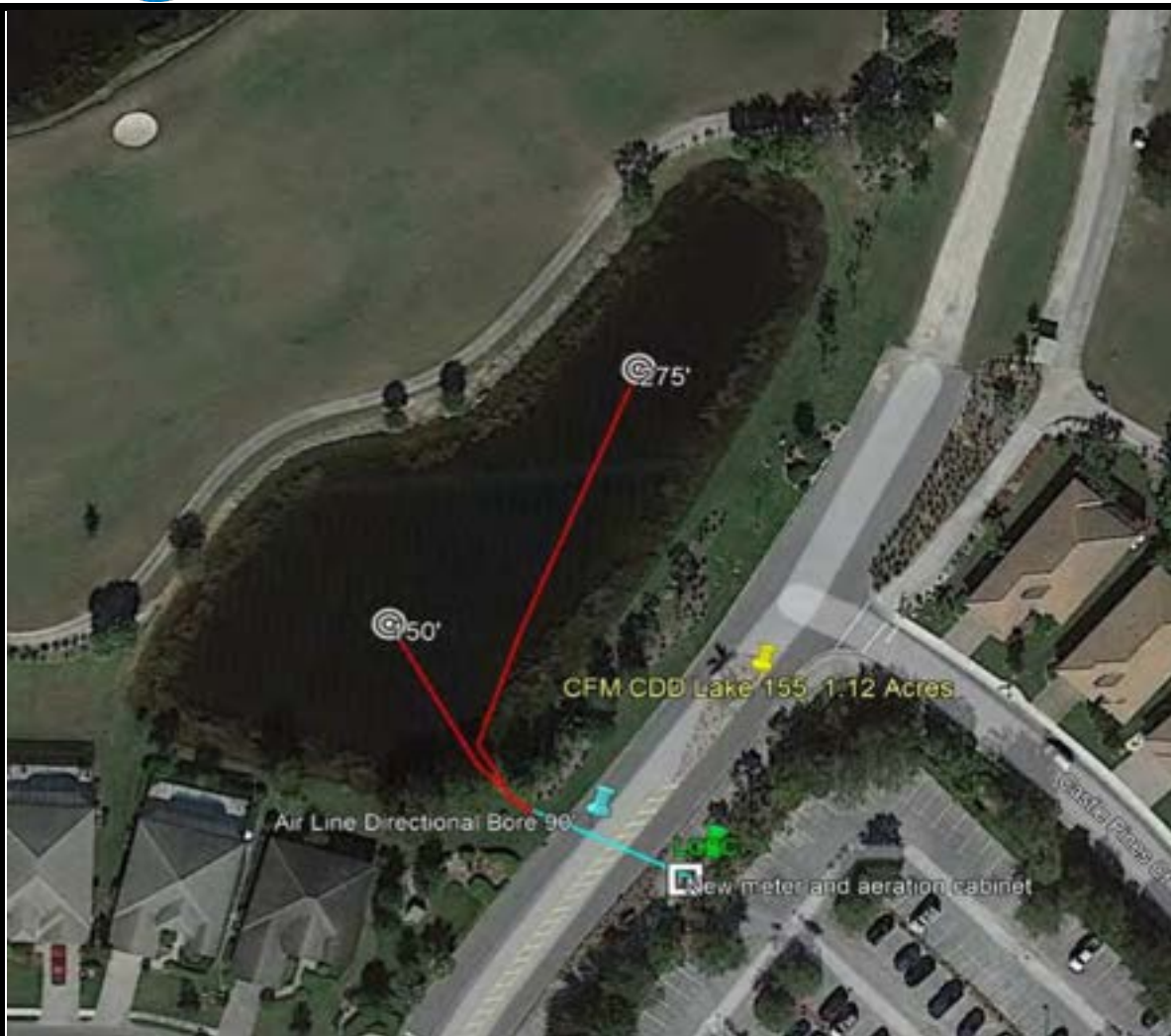


Site Information

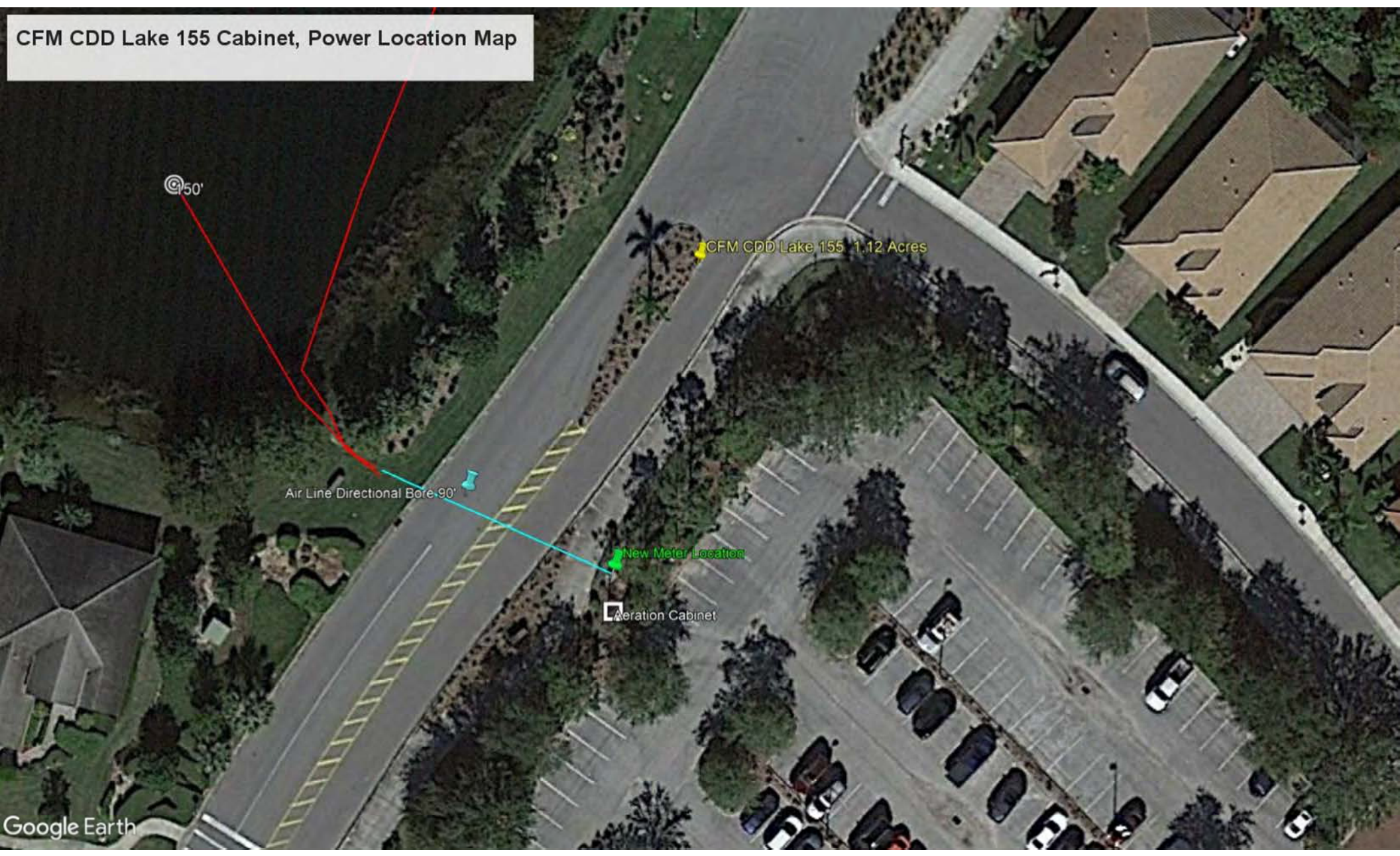
Surface Area (acres):	1.12
Average Depth (feet):	6
Volume (gallons):	2,189,570
Volume (acre feet):	6.7

System Specifications

Total Diffusers:	2
CFM per System:	5
GPM per Diffuser:	2068
System Total Daily Pumpage (gallons):	5,955,840
Turnover per Day	2.72



CFM CDD Lake 155 Cabinet, Power Location Map



**AquaAir Ultra 5, 120V
Single Membrane Diffusers**



Site Information

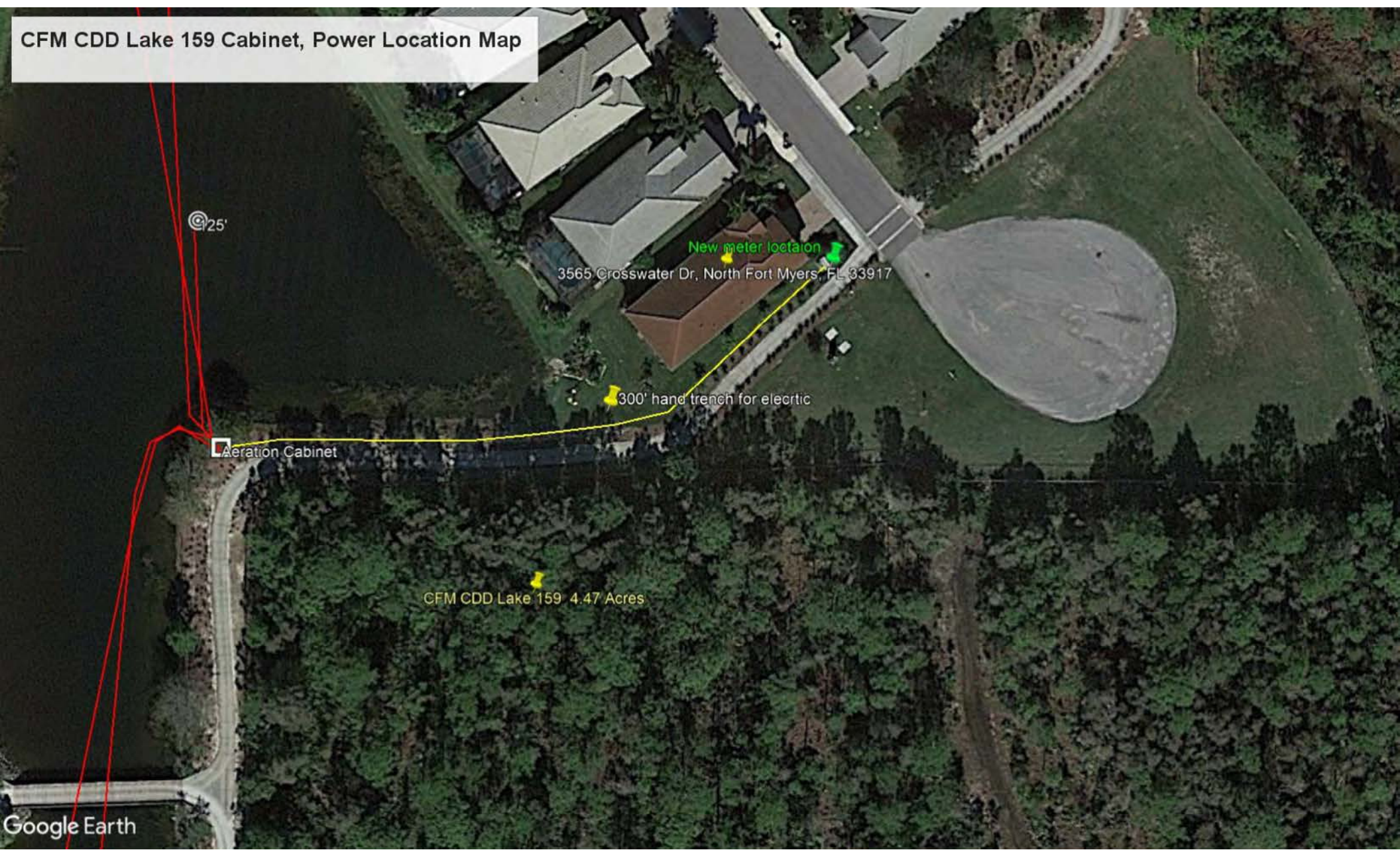
Surface Area (acres):	4.47
Average Depth (feet):	8
Volume (gallons):	11,651,638
Volume (acre feet):	35.8

System Specifications

Total Diffusers:	5
CFM per System:	10
GPM per Diffuser:	3668
System Total Daily Pumpage (gallons):	26,409,600
Turnover per Day	2.27



CFM CDD Lake 159 Cabinet, Power Location Map



**AquaAir Ultra 3, 120V
Single Membrane Diffusers**

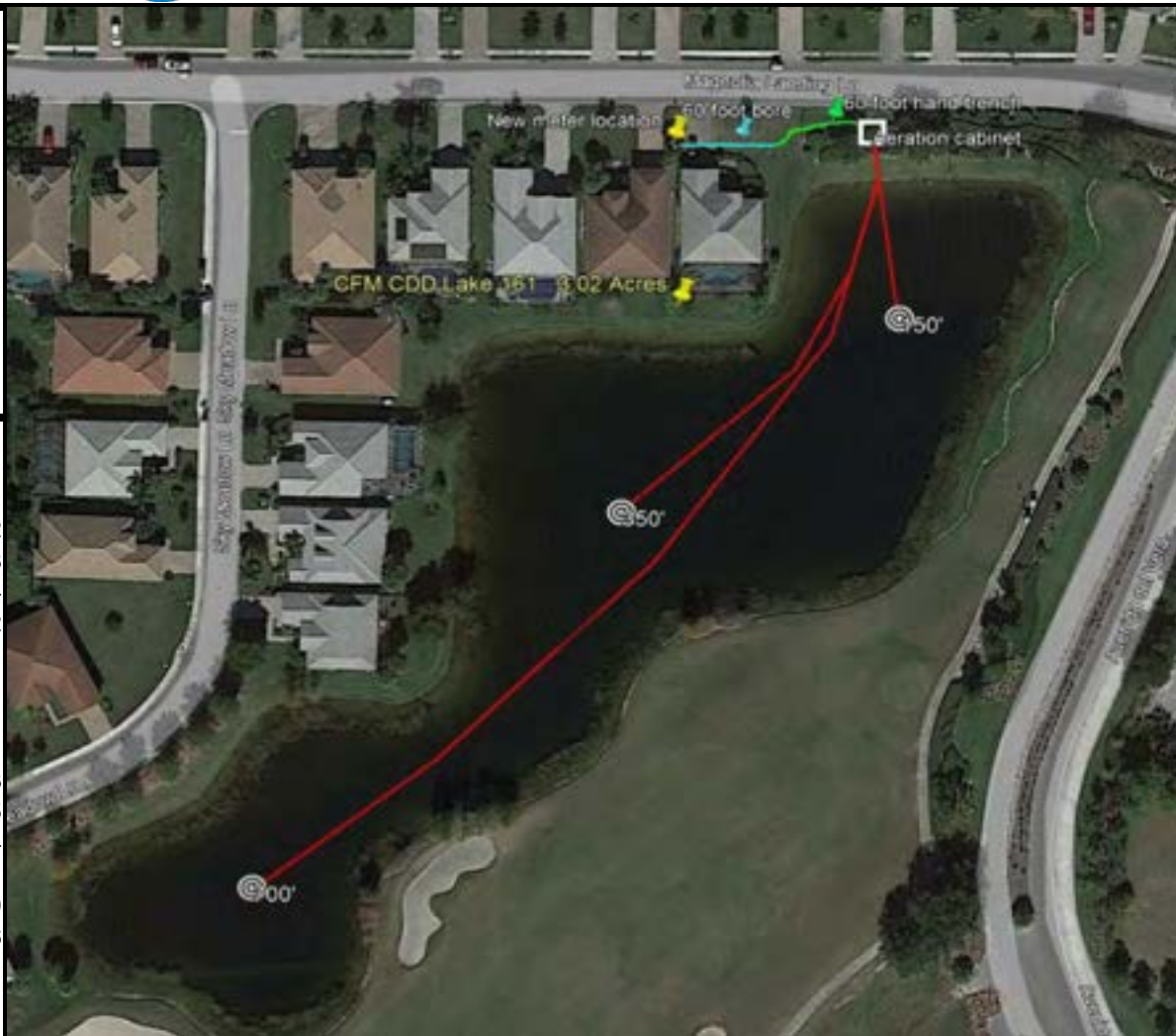


Site Information

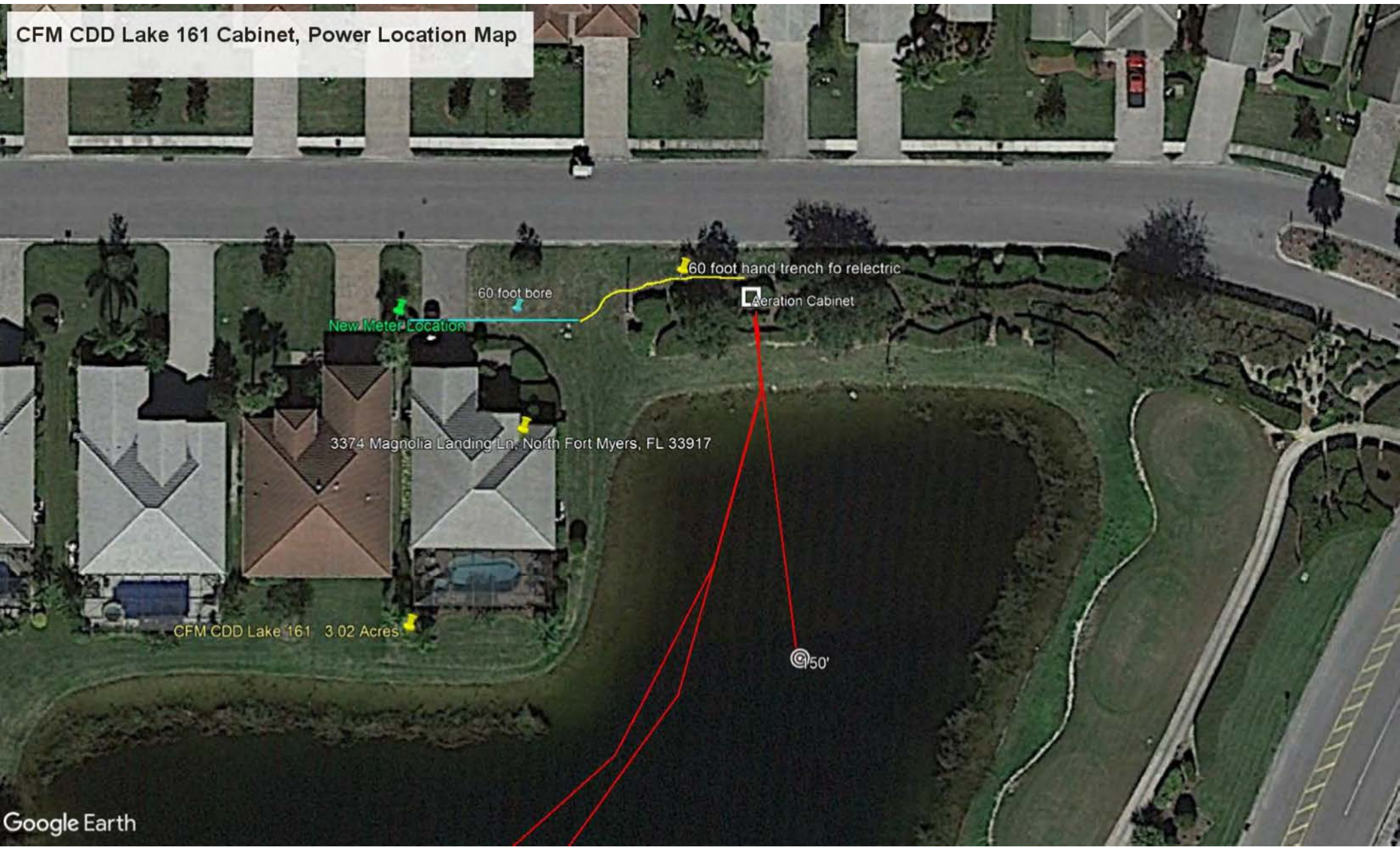
Surface Area (acres):	3.02
Average Depth (feet):	8
Volume (gallons):	7,872,024
Volume (acre feet):	24.2

System Specifications

Total Diffusers:	3
CFM per System:	5
GPM per Diffuser:	3024
System Total Daily Pumpage (gallons):	13,063,680
Turnover per Day	1.66



CFM CDD Lake 161 Cabinet, Power Location Map



**AquaAir Ultra 2, 120V
Single Membrane Diffusers**

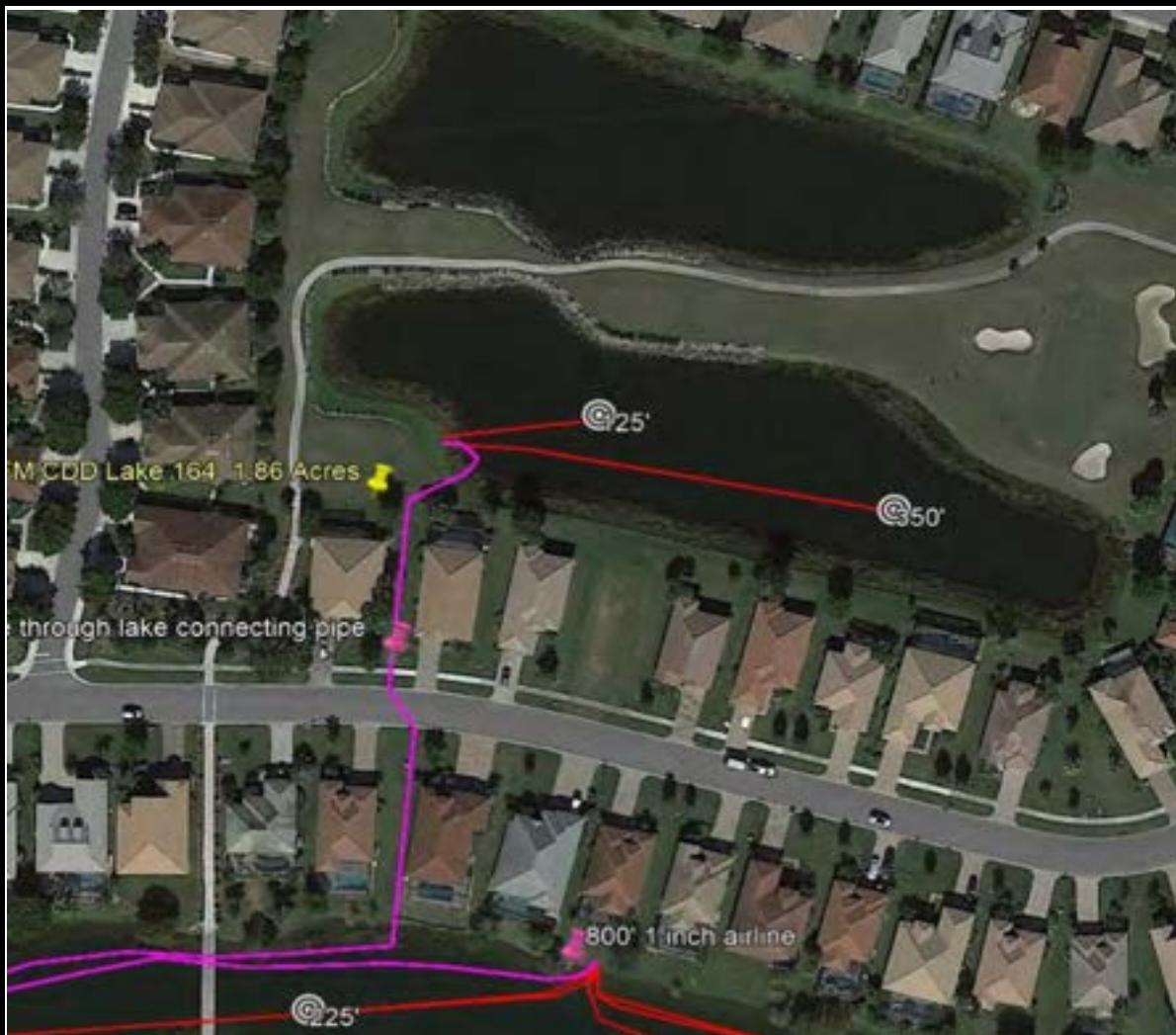


Site Information

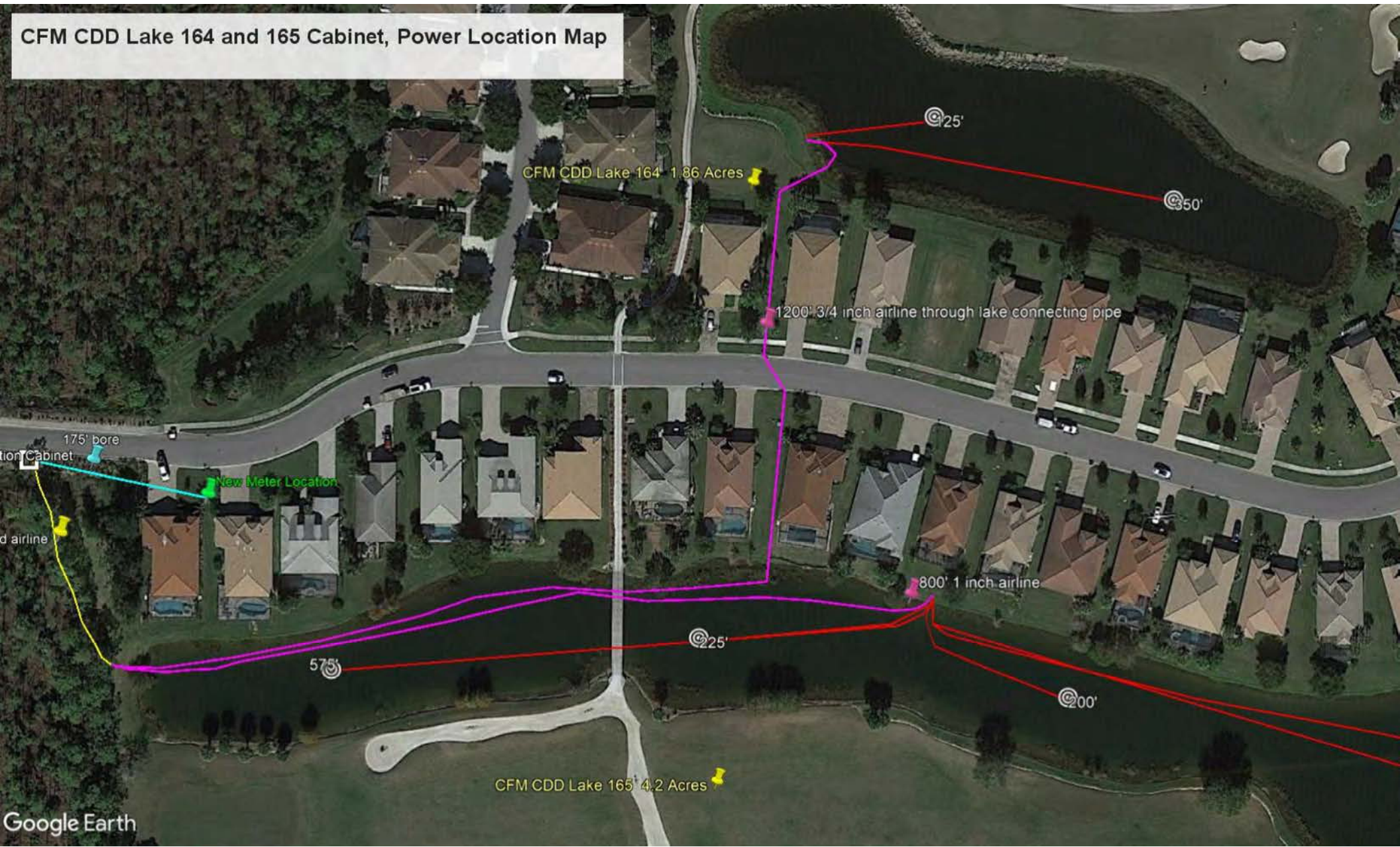
Surface Area (acres):	1.86
Average Depth (feet):	7
Volume (gallons):	4,242,291
Volume (acre feet):	13.0

System Specifications

Total Diffusers:	2
CFM per System:	5
GPM per Diffuser:	3102
System Total Daily Pumpage (gallons):	8,933,760
Turnover per Day	2.11



CFM CDD Lake 164 and 165 Cabinet, Power Location Map



**AquaAir Ultra 5, 120V
Single Membrane Diffusers**



Site Information

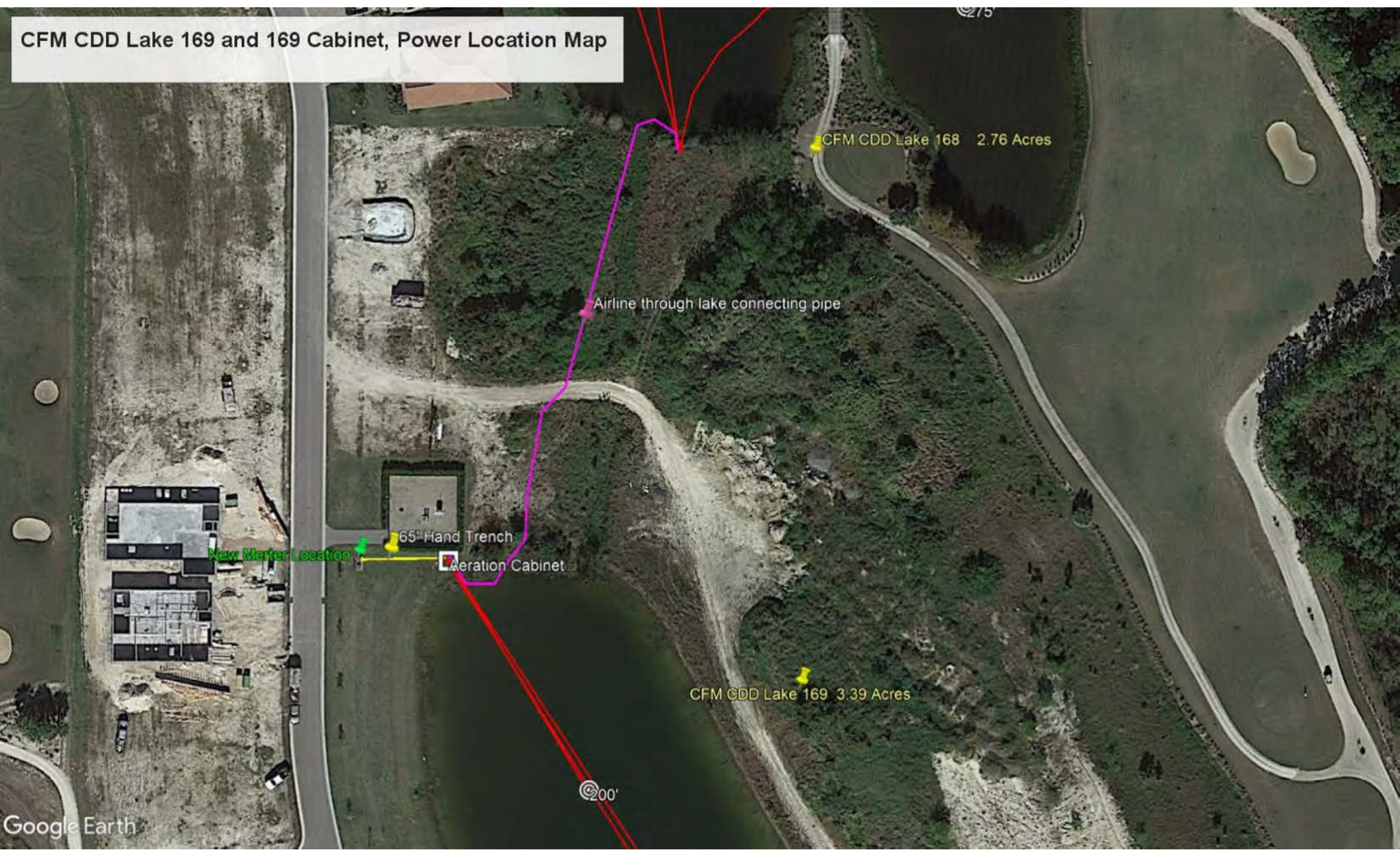
Surface Area (acres):	4.2
Average Depth (feet):	8
Volume (gallons):	10,947,848
Volume (acre feet):	33.6

System Specifications

Total Diffusers:	5
CFM per System:	10
GPM per Diffuser:	3668
System Total Daily Pumpage (gallons):	26,409,600
Turnover per Day	2.41



CFM CDD Lake 169 and 169 Cabinet, Power Location Map



**AquaAir Ultra 3, 120V
Single Membrane Diffusers**



Site Information

Surface Area (acres): 2.76
Average Depth (feet): 8
Volume (gallons): 7,194,300
Volume (acre feet): 22.1

System Specifications

Total Diffusers: 3
CFM per System: 5
GPM per Diffuser: 3120
System Total Daily
Pumpage (gallons): 13,478,400
Turnover per Day 1.87



**AquaAir Ultra 3, 120V
Single Membrane Diffusers**



Site Information

Surface Area (acres):	3.39
Average Depth (feet):	7
Volume (gallons):	7,731,917
Volume (acre feet):	23.7

System Specifications

Total Diffusers:	3
CFM per System:	5
GPM per Diffuser:	3120
System Total Daily Pumpage (gallons):	13,478,400
Turnover per Day	1.74



NOTES: Using length for each arm and shown in parentheses above

Tab 3

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, October 21, 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:

Paul Mayotte	Board Supervisor, Chairman
Sue Streeter	Board Supervisor, Vice Chair
Brian McGibbon	Board Supervisor, Assistant Secretary
Terry Jo Gile	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc. (via speaker phone)
Tucker Mackie	District Counsel, Hopping Green & Sams, P.A. (via speaker phone)
Brent Burford	District Engineer, Johnson Engineering
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon opened the floor to public comment. There were none

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
September 16, 2021**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on September 16, 2021. She asked if there were any questions related to the minutes. There were none.

On a Motion by Ms. Gile, seconded by Mr. Mayotte, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on September 16, 2021, for the CFM Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Months of August and September 2021

Ms. Bandon advised that the operations and maintenance expenditures for the period of August 1-31, 2021 total \$35,831.37 and the operations and maintenance expenditures for the period of September 1-30, 2021 total \$28,977.45. She asked if there were any questions. There were none.

On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Period of August 1-31, 2021 totaling \$35,831.37 and the Period of September 1-30, 2021 totaling \$28,977.45, for the CFM Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-01, Redesignating Officers of the District

Ms. Bandon advised that Ms. Gile was appointed at the September meeting and so it would be appropriate to redesignate officers. She asked if there were any questions. There were none.

On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board Adopted Resolution 2022-01, Redesignating Officers of the District as Follows: Mr. Mayotte to Serve as Chairman, Ms. Streeter to Serve as Vice Chair, and Mr. Allen, Mr. McGibbon, Ms. Gile, Ms. Bandon and Ms. Dobbins to Serve as Assistant Secretaries, for the CFM Community Development District.

SIXTH ORDER OF BUSINESS

Review and Consideration of Johnson Engineering Revised Rate Schedule

Ms. Bandon advised that a revised rate schedule was received from Johnson Engineering and she asked for the Board to pass a motion accepting the revised rate schedule. Discussion ensued.

On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board Approved the Johnson Engineering Revised Rate Schedule, Effective July 13, 2021, for the CFM Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Proposals for
Fountain Repair**

Ms. Blandon advised that proposals for replacement of the pump and motor for fountain number two were received from Florida Fountains, who is the current fountain maintenance company, and Superior Waterway Services. She advised that she is also in the process of obtaining proposals for fountain maintenance. Discussion ensued.

On a Motion by Mr. Mayotte, seconded by Ms. Gile, with all in favor, the Board Approved the Superior Waterway Services Proposal for Replacement of the Pump and Motor for Fountain Number Two, in the Amount of \$5,400.00, for the CFM Community Development District.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Mackie advised that as of November 15, 2021, Hopping Green & Sams will no longer be offering legal services and the Special District Practice Group of Hopping Green & Sams will be working with Kutak Rock, LLP; she advised that the CFM CDD Board can elect to retain its current team by engaging Kutak Rock, LLP with the current billable rates. Ms. Mackie advised that the District would need to decide whether it would like to engage Kutak Rock, LLP or select a different firm.

On a Motion by Mr. Mayotte, seconded by Ms. Gile, with all in favor, the Board Approved Engagement of Kutak Rock, LLP for District Counsel Services, for the CFM Community Development District.

Ms. Mackie advised that she will provide her updated contact information when available.

B. District Engineer

Mr. Burford reported that he is working on the mapping for the lake interconnects as well as the street names for the new sections. Mr. Burford reported on the requirement to create a twenty-year needs analysis which is required by June 2022 and will need to be updated every five years. He advised that he will be providing a proposal for the work necessary to create analysis. Discussion ensued.

Mr. Mayotte spoke regarding the aerators and the waterators; he advised that the agreements currently in place for maintenance by the golf course. He requested that work on these be placed on hold until further investigation can be done to determine the best long-term solution. Mr. Burford advised that fountains are not required for the ponds but are for aesthetics and the CDD is not required to accept ownership and maintenance of them. Discussion ensued regarding fountain maintenance being provided by the HOA versus the CDD. Ms. Mackie advised that if the District does not want to take on the responsibility of fountain maintenance then that conversation needs to be held with Forestar immediately. Further discussion ensued. Mr. Mayotte discussed having a workshop to discuss the fountains. Ms. Blandon advised that not only maintenance needs to be considered but so does utility costs as well as the insurance; she further advised that the CDD may realize some savings as the CDD is tax exempt and the HOA is not. She advised that Mr. Burford has reached out to Solitude who will be providing a proposal for the aerators and she has reached out to Superior Waterway to obtain proposals for the aerators. Ms. Blandon recommended cancelling the November meeting and having a workshop prior to the December meeting. She asked that Mr. Burford reach out to Forestar to determine the exact location of all fountains anticipated. Mr. Mayotte recommended having Forestar attend the workshop. Ms. Blandon advised that it would be helpful for the District to know if the fountains being installed in the new section are the same as the fountains currently installed.

Mr. Mayotte inquired as to the status of the control structures. Mr. Burford advised that the structures have been permitted and are in construction.

Mr. Mayotte inquired as to the status of the new wells. Mr. Burford advised that the wells have not been started.

Mr. Mayotte advised that on the Nextdoor website there is a lot of concern related to the blasting that is being conducted. Ms. Streeter advised that some homeowners received correspondence related to the blasting although not all homeowners were notified. She advised that she requested notification prior to blasting and also requested that the blasting notice sent to some homeowners be sent to all homeowners and she has received no response. Ms. Streeter advised that homeowners are being told that concerns are an HOA responsibility, but they are not and are a developer issue. Ms. Mackie advised that the CDD does not have any responsibility related to any blasting being conducted by the builder; she recommended that someone reach out to the HOA to be the conduit of communication as they may be better equipped to provide the information in a timely manner. Discussion ensued. Ms. Blandon recommended that Ms. Mackie reach out to Mr. Ratz regarding proper communication with the residents. Ms. Mackie advised that she will reach out.

151 Mr. Mayotte spoke regarding the maintenance of the silt fencing; he asked
152 that Mr. Burford investigate the silt fencing and request that the construction
153 companies properly maintain the silt fencing. Mr. Burford advised that he
154 has done so and will provide an additional reminder.

155
156 **C. District Manager**

157 Ms. Bandon advised that the Board agreed to cancel the November
158 meeting and she will keep the Board apprised of the December meeting
159 date.

160
161 Ms. Bandon advised that the District Management report is in the agenda
162 and will be provided regularly on a go forward basis. Ms. Streeter inquired
163 as to LCEC not switching to LED lighting. Ms. Bandon advised that LCEC
164 has been vague as to providing a reason why they are not switching to LED.
165 Discussion ensued. Ms. Bandon asked the Board if they would like to have
166 a presentation related to a GIS system. The Board advised they would like
167 to have a presentation.

168
169 Ms. Bandon advised that she received a phone call related to hog
170 concerns. She advised that the hogs are feral and will be seen more
171 prominently in the rainy season as they are looking for dryer land to feed.
172 Ms. Bandon advised that grub control can be done although there have not
173 been any signs of damage. She advised that hogs have not be trapped at
174 CFM in the last five years and as soon as the water levels recede, the hogs
175 will return to the preserve. Ms. Streeter recommended monitoring the
176 situation.

177
178 **NINTH ORDER OF BUSINESS**

Supervisor Requests

179
180 Ms. Bandon opened the floor for Supervisor requests and comments.

181
182 Ms. Gile inquired as to the second public comment section of the agenda as noted
183 in the Districts' Rules of Procedure. Ms. Bandon advised that adding a second public
184 comment section would be a decision by the Board. Discussion ensued.

185
186 Ms. Gile inquired as to training for the Board and whether the workshop in
187 December would cover that. Mr. Mayotte advised that it can be done in a workshop. Ms.
188 Bandon advised that Ms. Mackie provides a great presentation. Discussion ensued. Ms.
189 Bandon advised that she will make a note and get together with Ms. Mackie and Mr.
190 Burford to review the items to be covered in the workshop.

191
192 **TENTH ORDER OF BUSINESS**

Adjournment

193
194 Ms. Bandon advised there is no further business to come before the Board and
195 asked for a motion to adjourn.

On a Motion by Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board adjourned the meeting at 12:31 p.m., for the CFM Community Development District.

197
198
199
200
201

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 4

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

Operation and Maintenance Expenditures

October 2021

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2021 through October 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$15,111.50**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Fountains & Equipment, LLC	002884	001F2021-134	Fountain Repair Service 09/21	\$ 644.48
Hopping Green & Sams	002890	125198	General/Monthly Legal Services 08/21	\$ 2,703.85
Johnson Engineering Inc	002886	20214225-000-INV 1	Chloride Monitoring 09/21	\$ 750.00
Rizzetta & Company, Inc.	002887	INV0000061863	District Management Fees 10/21	\$ 3,931.17
Rizzetta & Company, Inc.	002892	INV0000062032	Assessment Roll Preparation FY 21/22	\$ 5,150.00
Rizzetta Technology Services, LLC	002888	INV0000008000	Website Hosting & Email Services 10/21	\$ 175.00
Sewer Viewer, Inc.	002889	22108093 08/19/21	Clean Storm Repair ROV Storm	\$ 1,500.00
Terry Jo Gile	002885	TG091621	Board of Supervisors Meeting 09/16/21	\$ 200.00
The Daily Breeze	002891	121777 10/06/21	Legal Advertising 10/21	\$ 57.00
Report Total				<u>\$ 15,111.50</u>

Tab 5



PO Box 545
Alva, FL 33920
Office: 239-694-5759
Fax: 239-694-5214
mandy@labellewelldrilling.com

Quote / Contract

Date	Contract
10/7/2021	7193

Name / Address
JOHNSON ENGINEERING 2122 JOHNSON ST FORT MYERS FL 33901

DESCRIPTION	RATE	QTY	TOTAL
-------------	------	-----	-------

Magnolia Landing PW-8

Installation of a 5hp Submersible Pump and Motor. Includes the following:

17,450.00

1

17,450.00

- 5hp Franklin Electric Motor 230V Single Phase
- 5hp Model 150STS5D6X-0264 Pump
- 200' 4" CertaLok Drop Pipe
- 200' SS Safety Cable
- 210' Submersible Wire
- 4" Flow Meter with Calibration Certificate
- Control Box
- Misc. Fittings
- Plumb into existing 6" PVC Line
- Pump Truck
- Labor

PLEASE READ WE CANNOT GUARANTEE WATER QUALITY OR QUANTITY

Flat, level, dry ground with easy access shall be provided by the Owner. Labelle Well Drilling will make every effort possible not to damage sidewalks, driveways, or curbing while gaining access and during drilling operations. We will lay rubber mats over these surfaces to avoid damage, however please note that damage can still occur. LWD can repair any damage that could occur at an additional cost to the Owner. County Permit included. If LWD is providing pump installation the Owner is responsible to provide adequate electric hook-up according to pump specifications. Full payment is due upon completion. Late fees will be added to any past due balances. Late payment will void any and all warranty. Please be advised LWD reserves the right to repossess any and all equipment for non-payment. LWD will provide a Certificate of Insurance upon request. Please be advised if you require any additional insurance requirements beyond LWD's Limits such as special endorsements, be advised that additional charges may be incurred to you for those endorsements. If you do not agree to these terms please do not sign below. By signing this contract / estimate you agree to all terms. Permit Fees are Non-Refundable. Estimate is good for 14 days. We accept Credit Cards (Visa and Mastercard), Check or Cash. There will be a 3% fee of the total contract price charged on all Credit Transactions. By signing this contract you authorize Mandy Caylor of Labelle Well Drilling to sign on your behalf for the purpose of recording a Notice of Commencement for your project.

Owner
Signature

Date:

Total \$17,450.00

Tab 6

Proposal

To:

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

Date: November 8, 2021
Quotation #: 2021034
Customer ID: CFMCDD

Quotation valid until: December 8, 2021

For:

Annual Ground Cover

Description	Type	Sq Ft	Bags/Bales	Per Unit	Ext. Price	Amount
Strap # 04-43-24-L4-13RD1.0000						\$ 7,800.00
Magnolia Landing Ln ROW (between Parcel A and E)	Pine Straw	15,300	1,200	\$ 6.50	\$ 7,800.00	
Strap # 03-43-24-L3-13LS1.0000						\$ 130.00
Parcel J, West of Lot 1	Pine Straw	750	20	\$ 6.50	\$ 130.00	
Parcel J						\$ 1,491.50
Median	Mulch	655	82	\$ 4.75	\$ 389.50	
Cul-de-sac	Mulch	690	87	\$ 4.75	\$ 413.25	
Tree beds along Avenida Del Vera	Mulch	355	45	\$ 4.75	\$ 213.75	
Lift station buffer	Mulch	800	100	\$ 4.75	\$ 475.00	
Entry and Parcel A Common Areas						\$ 6,118.00
Lakeville exit	Mulch	1,704	215	\$ 4.75	\$ 1,021.25	
Dady Chase Ln	Mulch	3,000	375	\$ 4.75	\$ 1,781.25	
Planters along Magnolia Landing Ln	Mulch	3,000	375	\$ 4.75	\$ 1,781.25	
Trees along Magnolia Landing Ln	Mulch	1,200	150	\$ 4.75	\$ 712.50	
Cul-de-sacs	Mulch	1,380	173	\$ 4.75	\$ 821.75	
TOTAL						\$ 15,539.50

Approved by

Date

Signature

Title

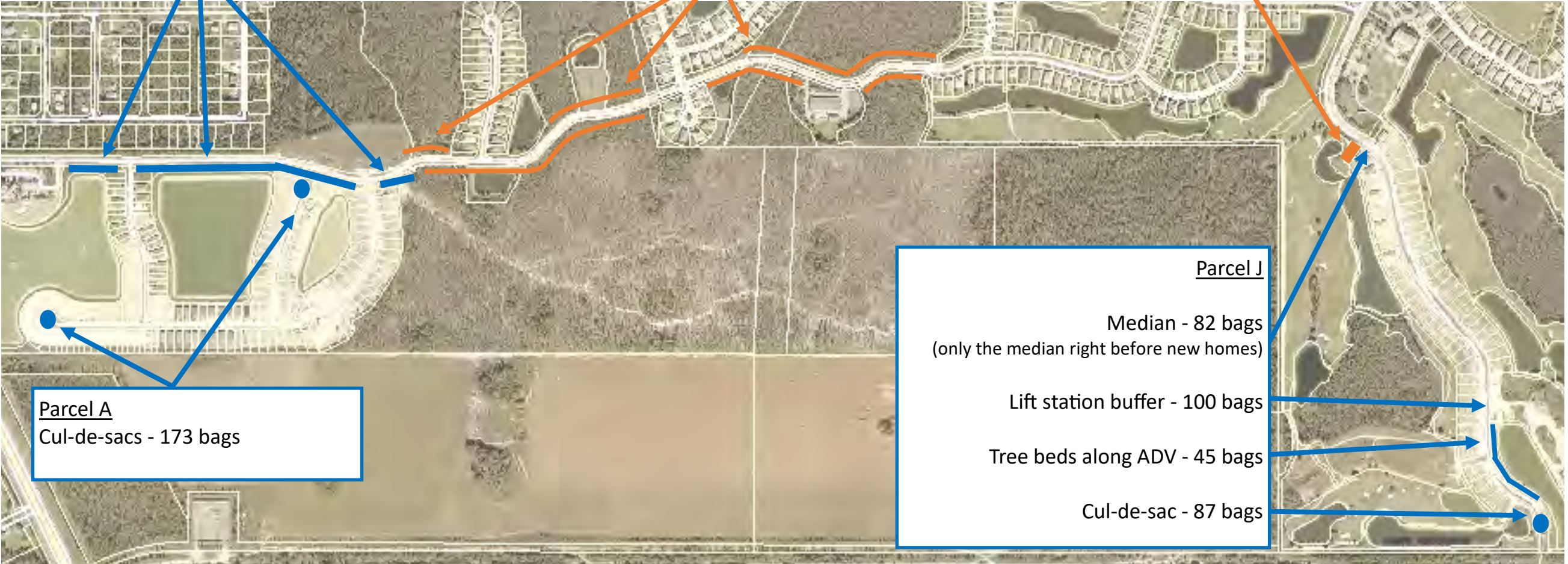
THANK YOU FOR YOUR BUSINESS!

Mulch

Parcel A
Planters & Tree beds along MLL - 525 bags

Between Parcel A & E
Right of Way planters - 1,200 bales

Parcel J
West of lot 1 - 20 bales



Parcel A
Cul-de-sacs - 173 bags

Parcel J
Median - 82 bags
(only the median right before new homes)
Lift station buffer - 100 bags
Tree beds along ADV - 45 bags
Cul-de-sac - 87 bags

Pine straw

Proposal

To:

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

Date: November 8, 2021
Quotation #: 2021035
Customer ID: CFMCDD

Quotation valid until: December 8, 2021

For:

Annual Ground Cover - Misc areas

Description	Type	Sq Ft	Bags/Bales	Per Unit	Ext. Price	Amount
CFM CDD Owned Areas						\$ 9,282.00
Along North Wall	Pine Straw	15,300	403.00	\$ 6.50	\$ 2,619.50	
Long Pond Cul-de-sac	Pine Straw	980	26.00	\$ 6.50	\$ 169.00	
Redstone Cul-de-sac	Pine Straw	1,000	27.00	\$ 6.50	\$ 175.50	
NW Corner MLL & Chestnut Ridge	Pine Straw	5,500	145.00	\$ 6.50	\$ 942.50	
NE Corner MLL & Chestnut Ridge	Pine Straw	2,000	53.00	\$ 6.50	\$ 344.50	
N Sky Meadow	Pine Straw	5,700	150.00	\$ 6.50	\$ 975.00	
S Sky Meadow	Pine Straw	8,300	219.00	\$ 6.50	\$ 1,423.50	
Sky Meadow Planter	Pine Straw	3,400	90.00	\$ 6.50	\$ 585.00	
Medians	Pine Straw	6,940	183.00	\$ 6.50	\$ 1,189.50	
Crosswater N End	Pine Straw	4,000	106.00	\$ 6.50	\$ 689.00	
Crosswater S End	Pine Straw	960	26.00	\$ 6.50	\$ 169.00	
Strap # 03-43-24-11-0000L.0000						\$ 1,045.00
Castle Pines Cul-de-sac	Mulch	1,760	220	\$ 4.75	\$ 1,045.00	
TOTAL						\$ 10,327.00

Approved by

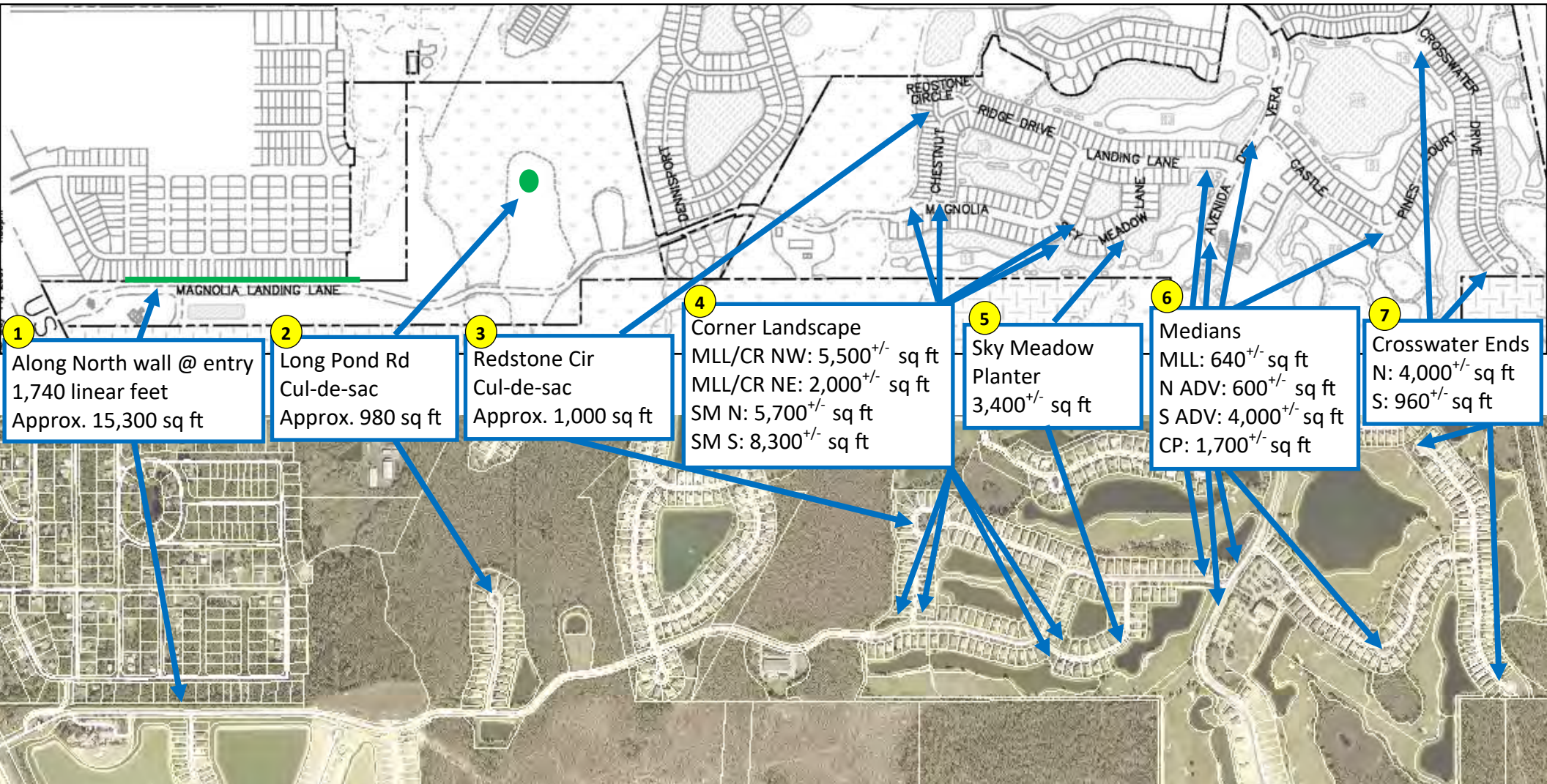
Date

Signature

Title

THANK YOU FOR YOUR BUSINESS!

CFM CDD Ground Cover



1 Magnolia Landing Ln Wall bordering Lakeville; 1,740 linear feet, Approx. 15,300 sq ft
Parcel #'s 04-43-24-L4-13LS2.0000 & 04-43-24-L4-13RD1.0000



2 Long Pond Rd Cul-de-sac; Approx. 980 sq ft Parcel # 04-43-24-L4-13RD1.0000



3 Redstone Cir Cul-de-sac; Approx. 1,000 sq ft
Parcel # 03-43-24-11-0000J.0000



4 Corner Landscape

Magnolia Landing Ln & Chestnut Ridge Dr

NW Corner 5,500^{+/-} sq ft, # 03-43-24-11-0000N.0000

NE Corner 2,000^{+/-} sq ft, # 03-43-24-11-0000U.0000



Sky Meadow Ln

North 8,300^{+/-} sq ft, # 03-43-24-11-0000Y.0000

South 5,700^{+/-} sq ft, 03-43-24-11-0000X.0000



5 Sky Meadow Planter; Approx. 3,400 sq ft
Parcel # 03-43-24-11-0000W.0000



6 Medians; Parcel # 03-43-24-11-0000L.0000

Magnolia Landing Ln 640^{+/-} sq ft,



North Avenida Del Vera 600^{+/-} sq ft



South Avenida Del Vera 4,000^{+/-} sq ft



Castle Pines 1,700^{+/-} sq ft



7 Crosswater Ends
North, 4,000^{+/-} sq ft Parcel # 03-43-24-11-0000Q.0000



South 960^{+/-} sq ft Parcel # 02-43-24-11-00000.002B





Proposal

To: CFM CDD

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

Date: December 8, 2021

Quotation #: 2021038

Customer ID: 6014

Quotation valid until: December 24, 2021

For: Median Landscape Enhancement

Description	QTY	Unit Price	Ext. Price	Amount
1. Avenida Del Vera Median, Parcel # 03-43-24-L3-13RD1.0000				\$ 5,017.50
Foxtail Palm	2	\$ 400.00	\$ 800.00	
Copperleaf	22	\$ 15.00	\$ 330.00	
Bush Daisy	125	\$ 10.00	\$ 1,250.00	
Muhly Grass	35	\$ 7.50	\$ 262.50	
Dark brown mulch, 2 cubic feet bag	500	\$ 4.75	\$ 2,375.00	
2. Magnolia Landing Ln Median, Parcel # 03-43-24-11-0000L.0000				\$ 1,402.50
Copperleaf	8	\$ 15.00	\$ 120.00	
Muhly Grass	20	\$ 7.50	\$ 150.00	
Pebbles 1" +/- (or Rocks \$300 less)	1	\$ 800.00	\$ 800.00	
Dark brown mulch, 2 cubic feet bag	70	\$ 4.75	\$ 332.50	
3. Avenida Del Vera Median, Parcel # 03-43-24-L3-13RD1.0000				\$ 755.00
Muhly Grass	2	\$ 7.50	\$ 15.00	
Bush Daisy	36	\$ 10.00	\$ 360.00	
Dark brown mulch, 2 cubic feet bag	80	\$ 4.75	\$ 380.00	
4. Magnolia Landing Ln Median, Parcel # 03-43-24-11-0000L.0000				\$ 891.25
Copperleaf	6	\$ 15.00	\$ 90.00	
Muhly Grass	10	\$ 7.50	\$ 75.00	
Bush Daisy	37	\$ 10.00	\$ 370.00	
Dark brown mulch, 2 cubic feet bag	75	\$ 4.75	\$ 356.25	
5. Corner of Avenida Del Vera, Parcel # 03-43-24-11-0000Z.0000				\$ 3,180.00
Foxtail Palm	2	\$ 400.00	\$ 800.00	
Copperleaf	6	\$ 15.00	\$ 90.00	
Bush Daisy	70	\$ 10.00	\$ 700.00	
Muhly Grass	22	\$ 7.50	\$ 165.00	
Dark brown mulch, 2 cubic feet bag	300	\$ 4.75	\$ 1,425.00	
Removal of dead plant material and disposal is included				
TOTAL				\$ 11,246.25

Warranty: Magnolia Landing Golf, LLC. agrees to warranty irrigation for 1 year, trees for 6 months, shrubs for 3 months and sod for 30 days. The warranty period begins upon on the date of completion of all items included in this quote. This warranty is subject to and limited by the following: warranty is not valid on relocated material, annuals and any existing irrigation and drainage. Warranty is not valid on new plant material installed without automatic irrigation. Warranty does not cover acts of God or natural events.

Approved by

Date

Signature

Magnolia Landing Golf, LLC.
3501 Avenida Del Vera North Fort Myers, FL 33917
P: 239.543.4146 F: 239.652.6676

Title

Goal: Enhance highly visible CFM CDD owned areas

From this



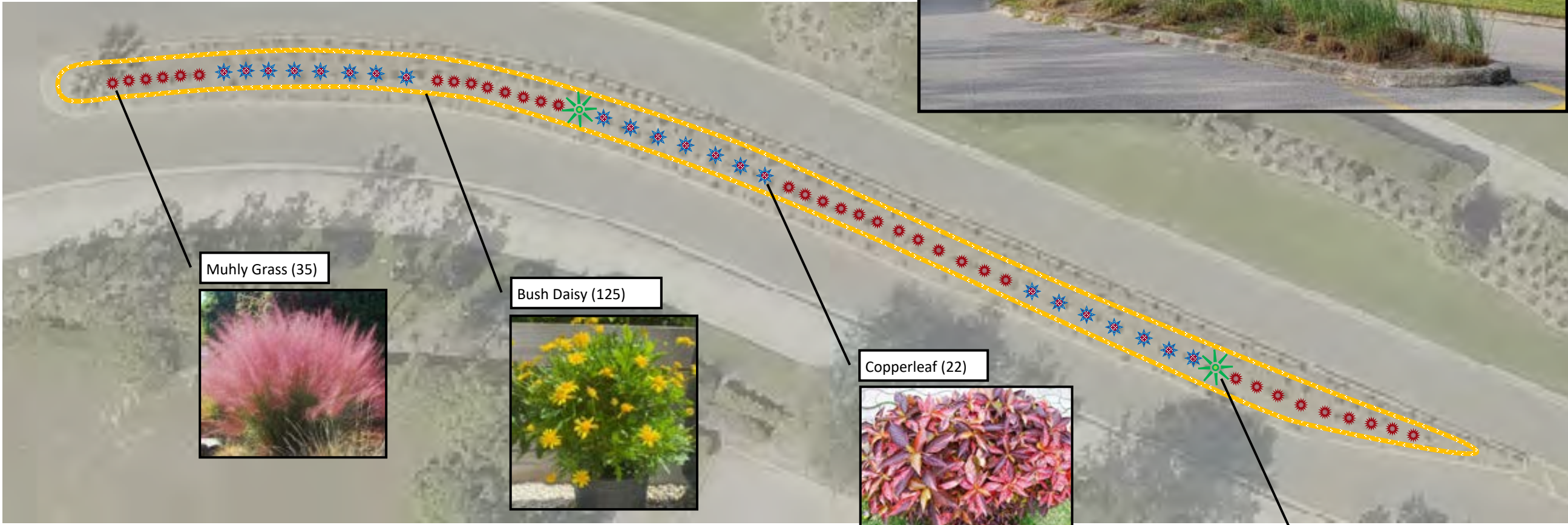
To this



All photo's taken late 2021

1 Parcel #'s: 03-43-24-L3-13RD1.0000 & 03-43-24-11-0000L.0000
Avenida Del Vera near Magnolia Landing Ln
Approx. 335' x 15'

Current Landscape 11/02/2021



Muhly Grass (35)



Bush Daisy (125)



Copperleaf (22)



Mature Bush Daisy

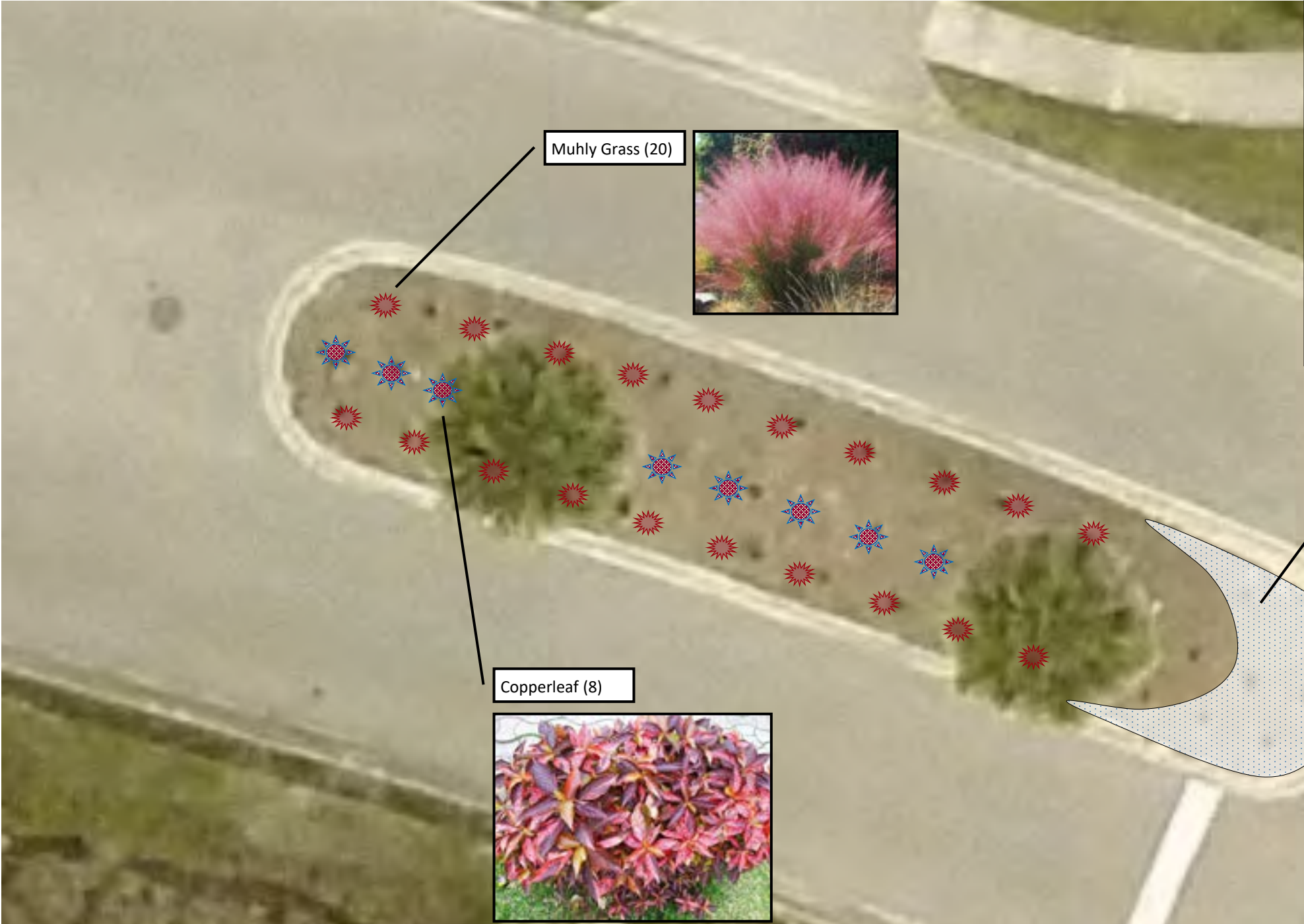


Foxtail Palm (2)

2

Parcel #'s: 03-43-24-11-0000L.0000
Magnolia Landing Ln at Avenida Del Vera
Approx. 67' x 13'

Current Landscape 11/02/2021



Muhly Grass (20)



Copperleaf (8)



Pebbles 1" +/- (temporary during development)



Pebbles \$800



Rocks \$500



3 Parcel #'s: 03-43-24-L3-13RD1.0000
Avenida Del Vera at start of Parcel J
Approx. 70' x 15'



Bush Daisy (36)



Mature Bush Daisy



Muhly Grass (2)



Current Landscape 11/2/21



These plants are dying.

4 Parcel #'s: 03-43-24-11-0000L.0000
Avenida Del Vera near Castle Pines Ct
Approx. 75' x 15'

Current Landscape 10/01/2021



Bush Daisy (37)



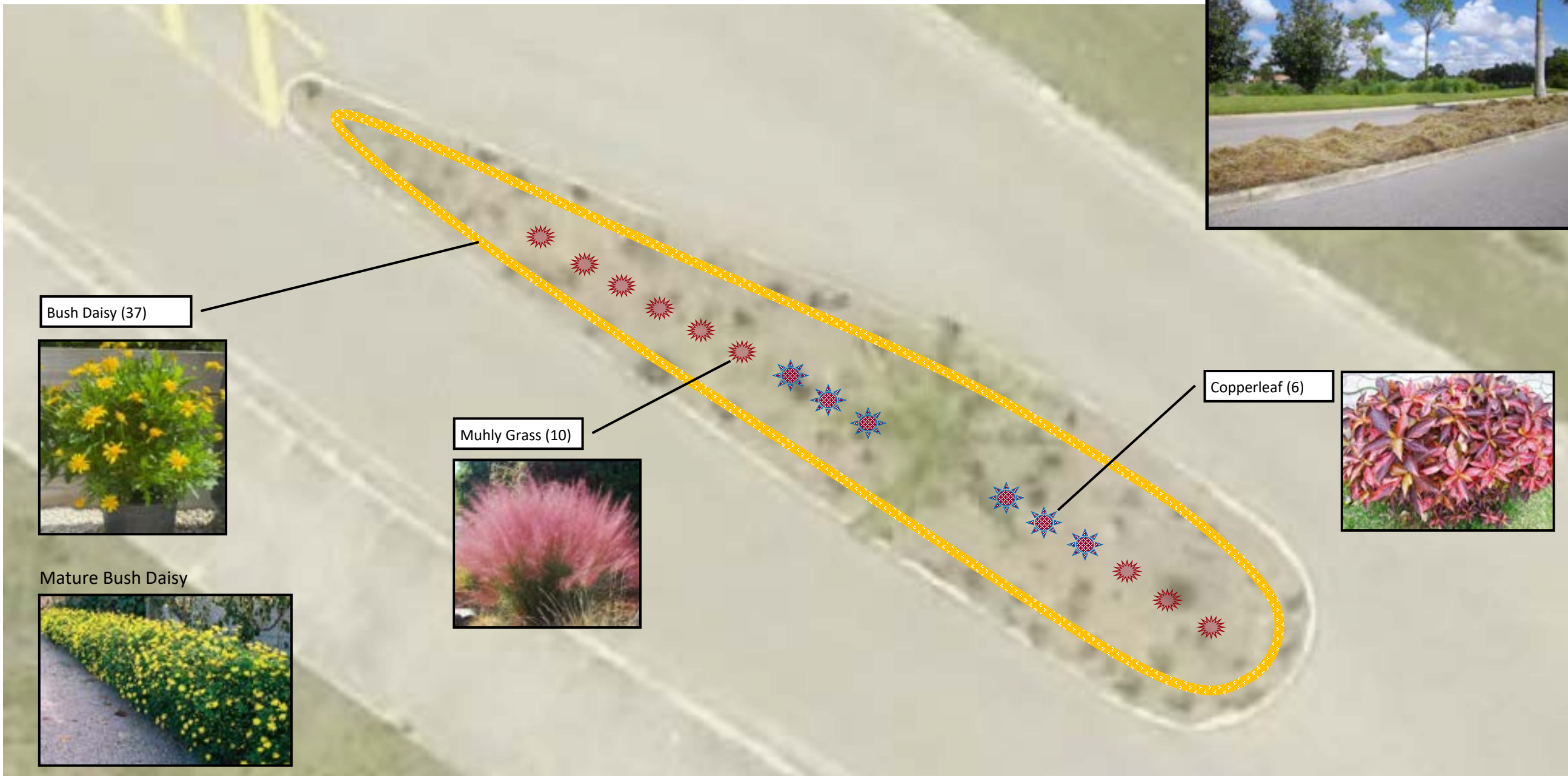
Mature Bush Daisy



Muhly Grass (10)

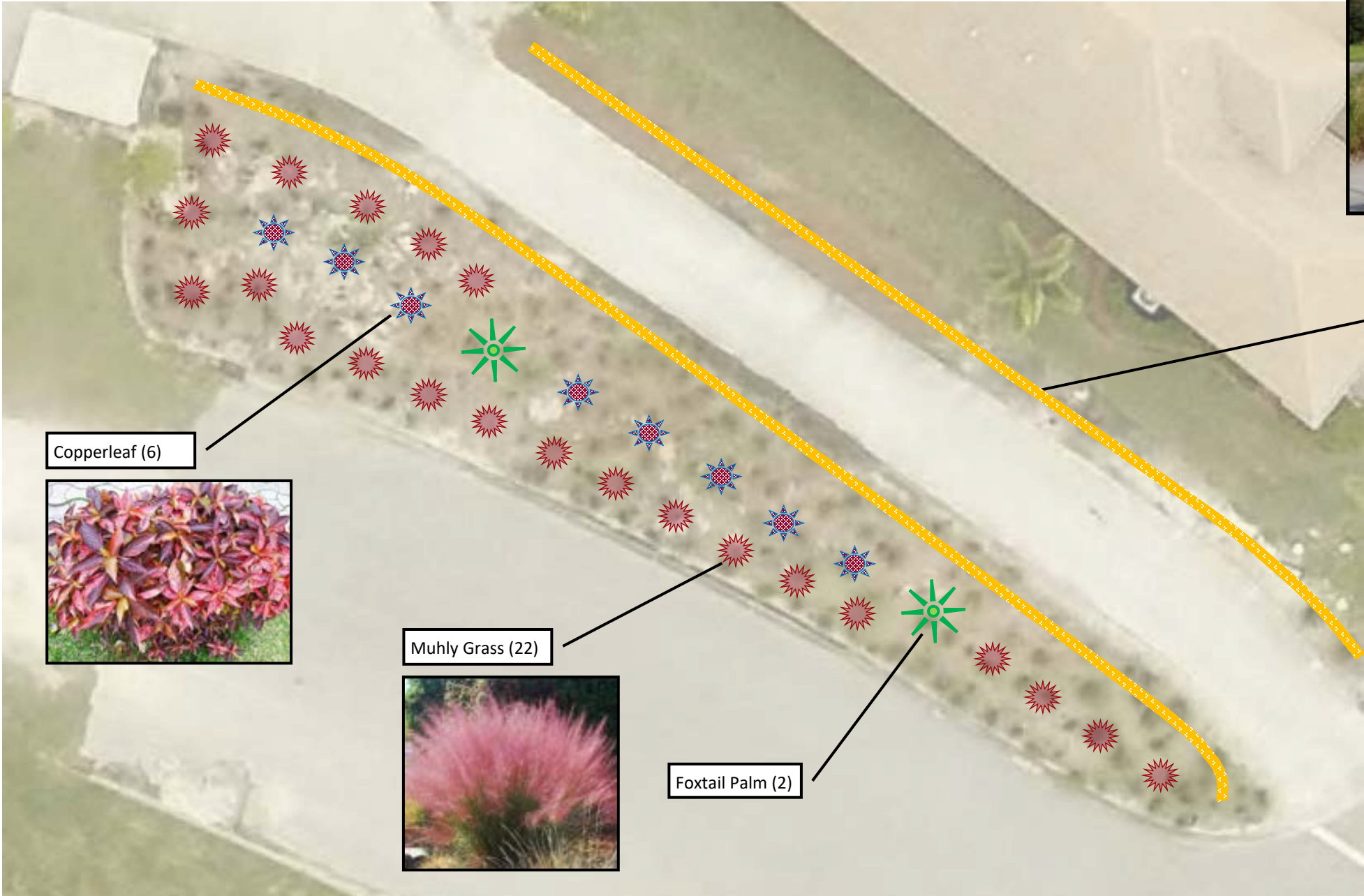


Copperleaf (6)



5 Parcel #'s: 03-43-24-11-0000Z.0000
Corner of Avenida Del Vera and Castle Pines Ct
Approx. 135' x 23'

Current Landscape 11/02/2021



Bush Daisy (70)



Mature Bush Daisy



Tab 7



DATE: November 9p, 2021

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

JOHNSON ENGINEERING, INC.
(CONSULTANT)

AND

CFM COMMUNITY
DEVELOPMENT DISTRICT
(OWNER)

PROJECT NAME: CFM CDD Stormwater Management Needs Analysis

Section: 36 **Township:** 46 South **Range:** 25 East **County:** Lee

Latitude: 26.435515 **Longitude:** -81.768707 **Comments:** _____

CONSULTANT CONTACT INFORMATION

OWNER CONTACT INFORMATION

Project Manager: Andy Tilton
Address: 2122 Johnson Street
City: Fort Myers
State/Zip: Florida, 33901
Phone: (239) 334-0046
Email: ATilton@johnsoneng.com

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

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

Background

The Florida Legislature passed House Bill 53 related to public infrastructure. A portion of it is shown below relating to stormwater and the requirement to create a 20-year needs analysis. CFM CDD is one of the special districts mentioned in Section (1) below.

403.9302 Stormwater management projections.

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).

(c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Task 1 - Analysis

The CONSULTANT will assist the CLIENT the analysis required in 403.9302, Florida Statutes, Section (3) as requested by the Office of Economic and Demographic Research (EDR). Information will be collected by the CONSULTANT from own records and publicly available sources. Analysis of system components will be presented in a narrative format with exhibits as necessary to convey the information in an effective manner. A typical lifespan will be created for each asset along with the existing age and remaining lifespan. Replacement/retrofit costs will be developed for each asset acknowledging that actual asset life will vary from the typical. Revenue determinations (past, present, and future) will require assistance from the District Manager or designee.

Task 2 - Report

The CONSULTANT will compile the narrative, graphs, and tables from Task 1 and populate the spreadsheets created by EDR to be sent to Lee County before June 30, 2022. Lee County will be responsible to compile this report with others and their own information and transmit it to the EDR.

FEE & TYPE:		Lump Sum (LS):	\$12,600.00	LS
	Time & Materials (based on rate schedule in effect at the time service is rendered)	Reimbursables:	\$50.00	T&M
	TOTAL FEES:		\$12,650.00	LS; T&M

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 3 of this Agreement.

Authorized Signature: _____ Date: November, 2021

Typed Name & Title: Belinda Blandon, District Manager for CFM CDD

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, wemay, after seven days' notice to OWNER, suspend services under this Agreementuntil 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 \$12,650.00.

Tab 8

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN CFM COMMUNITY DEVELOPMENT DISTRICT AND RIZZETTA
TECHNOLOGY SERVICES, LLC TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 16th day of December, 2021 by and between, Rizzetta Technology Services, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and CFM Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida, whose address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain Contract for Professional Technology Services, dated August 15, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

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

With a copy to: Kutak Rock, LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

CFM Community Development District

By: _____
Print Name: _____
Its: Chairman or Vice Chairman

Assignor: Rizzetta Technology Services, LLC.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President

Assignee: Rizzetta & Company, Inc.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President



Rizzetta & Company

Tab 9

PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT NO. 17

THIS IS A SUPPLEMENTAL AGREEMENT made as of December ____, 2021, between **CFM CDD**, ("OWNER") and **JOHNSON ENGINEERING, INC.**("CONSULTANT").

For CFM CDD Online Geographic Information System (GIS) Map, (the "Project").

This Professional Services Supplemental Agreement ("Supplemental Agreement") is made and entered into on the date first written above between OWNER and CONSULTANT, and is made pursuant to and shall be attached to and made a part of the Professional Services Agreement ("Original Agreement"), for the Project known as CFM CDD Online GIS Mapping, located at: Section 3,4, Township 43 South, Range 24 East, Latitude 26.758132; Longitude: -81.923348, which Original Agreement was made and entered into on May 17, 2007.

Execution of this Supplemental Agreement by CONSULTANT and OWNER constitutes OWNER's written authorization to CONSULTANT to proceed on the date first above written with the Services or amended Services described in Exhibit A, ("Scope of Services") and in other exhibits listed below. This Supplemental Agreement will become effective on the date first above written. All of the covenants, terms, conditions, provisions, and contents of the Original Agreement, referred to hereinabove, and any Amendments executed thereto, shall be and are applicable to this Supplemental Agreement, as if the same were set forth and contained herein.

A determination has been made by the OWNER and the CONSULTANT that pursuant to and under the purview of the Original Agreement, the OWNER and CONSULTANT desire to supplement the service(s) of said CONSULTANT.

The OWNER hereby authorizes the CONSULTANT, and the CONSULTANT hereby agrees, to provide and perform the particular services and/or work as set forth hereinafter as a supplement to the services and/or work previously authorized and agreed to.

SECTION 1.00 SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services, tasks, and work required and necessary to complete the services and work as set forth in Exhibit A entitled "Scope of Services," which is attached hereto and made a part of this Supplemental Agreement.

SECTION 2.00 COMPENSATION

The OWNER shall pay the CONSULTANT for all requested and authorized services, tasks, or work completed under this Supplemental Agreement by the CONSULTANT, in accordance with the provisions for compensation and payment of said services, tasks, or work as set forth and described in Exhibit B, entitled "Compensation," which is attached hereto and made a part of this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement to be effective as of the date first above written.

OWNER:

CFM CDD

Signature

By: Paul Mayotte
Name Typed or Printed

Title: Chairman

Address for giving notices:

Rizzetta & Company

9350 Marketplace Road

Fort Myers, Florida 33912

Phone: (239) 936-0913

Email: BBlandon@rizzetta.com

ATTEST:

Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.

CONSULTANT:

JOHNSON ENGINEERING, INC.

Signature

By: Lonnie V. Howard
Name Typed or Printed

Title: President

Address for giving notices:

Johnson Engineering, Inc.

Post Office Box 1550

Fort Myers, Florida 33902-1550

Phone: (239) 334-0046

Email: lhoward@johnsoneng.com

Notary Public

Name typed, printed or stamped (Seal)

____ Personally Known OR

____ Produced Identification

Type of Identification Produced _____

Exhibit A

Exhibit A consisting of two (2) pages referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated December ___, 2021.

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 _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

CFM CDD (OWNER) would like to set up an online GIS Map. OWNER desires professional services from Johnson Engineering, Inc. (CONSULTANT) to develop an online GIS map which is available to residents. CONSULTANT proposes to develop the online map in three phases as shown below. Each phase will generate additional layers. Data used to create map layers will be from available agency sources or from in-house CAD files from the multiple projects that the CONSULTANT has completed in the past. Field survey work is not included or anticipated for any data layers currently contemplated.

- 1) CONSULTANT will develop a basic level map containing overall CDD boundary, parcels, lakes, lake interconnect pipes, lake numbers, and conservation areas. Also included in this phase is a one-time fee for initializing one online map and the required online map organization needed to establish operational control of the mapping for the OWNER into the future. There will be an annual fee of \$350, payable by the CDD, for online map licensing. The first year's license fee is included in this phase. The organizational licensing will be in the name of CFM CDD. The organizational set up and administration will be done by the CONSULTANT as a part of this phase. Limited email and phone support will be available to assist OWNER and staff with the online map functions.
- 2) CONSULTANT will develop an intermediate level map which includes items in Phase 1. In addition, Right-of-Ways (ROW) and Roadway Drainage will be incorporated into the map.
- 3) CONSULTANT will develop an advanced level map which includes items in Phases 1 and 2. In addition, Drainage Easements and Ownership Groups will be incorporated into the map.

The deliverable product for the above phases will be a web based interactive map capable of displaying multiple layers with the ability to toggle layers on and off and to select features from the map to view available data associated with the different layers as well as the ability to view feature data in a tabular format. The map will be configured as a publicly available map unless directed otherwise by the OWNER. The CONSULTANT will provide a URL link to the online map to the OWNER for the purpose of deploying the map to residents and for public use. Feature data shown for the various layers will be as is from the source agency or best information available to the CONSULTANT from past projects, but the end user is responsible for determining the suitability or correctness of any data shown.

The CONSULTANT shall prepare and test a fully operational Preliminary map and make this available to the OWNER for review and comment. Minor changes can be made at this time after discussion of the comments. Following these changes, the online map will be deemed operational. Changes to the online map functionality, map layers or map layer updates, labels, attribute data or symbology will be considered additional work once the map is operational. Additional work assignments can be incorporated by additional supplemental agreements, or by other means mutually agreeable. The online map will be of an evolving nature with different needs coming forward at different times. This current work assignment does not attempt to quantify the future potential needs and changes that could be made but rather provides a flexible tool capable of being updated to meet future needs.

SUB-CONSULTANT SERVICES:

None at this time.

Exhibit B

Exhibit B consisting of two (2) pages referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated December ____, 2021.

Initial:
OWNER _____
CONSULTANT _____

COMPENSATION

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS)
1	Phase 1 Basic Map	\$1,820.00	LS
2	Phase 2 Intermediate Map	\$4,735.00	LS
3	Phase 3 Advanced Map	\$6,700.00	LS
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES –		\$13,255.00	LS

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M)
Courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	\$500.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$500.00	T&M

TOTAL COMPENSATION INCLUDING REIMBURSABLE EXPENSES	\$13,755.00	LS; T&M
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PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of _____, 2021, between **CFM Community Development District** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Geographic Information System (GIS) Consulting Services for the CFM CDD (“Project”).

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date

of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- | | |
|------------|---|
| Exhibit A. | <input checked="" type="checkbox"/> "Scope of Services" |
| Exhibit B. | <input checked="" type="checkbox"/> "Compensation" |
| Exhibit C. | <input checked="" type="checkbox"/> "Consultant's Hourly Rate Schedule" |
| Exhibit D. | <input checked="" type="checkbox"/> "Reimbursables" |

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability printed on Page 1 of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:
CFM Community Development District

CONSULTANT:
Passarella & Associates, Inc.

Signature
By: _____
Name Typed or Printed

Title: _____

Address for giving notices:

CFM Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
Phone: (239) 936-0913
Fax: () -

Signature
By: Kenneth C. Passarella
Name Typed or Printed

Title: President

Address for giving notices:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

Attest: _____

Signature
(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public
Name typed, printed or stamped

(Seal)

EXHIBIT A

Exhibit A consisting of two (2) pages referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2021.

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:

CLIENT _____

CONSULTANT _____

SCOPE OF SERVICES

Task

Description

1.0 GIS Services – Phase 1

1.1 Consultant will create a GIS web application for the CFM CDD. Data layers shall include but not be limited to:

Parcels

- STRAP number
- Parcel owner
- Owner's address
- Site address
- Approximate acreage
- HOA
- CDD
- Hyperlink to parcel's property appraiser website

Labels

- Street names
- Address numbers
- Preserve numbers
- Community names
- Lake numbers

Preserves

- ID number
- Preserve acreage
- Preserve area
- Preserve perimeter

Lakes

- ID number
- Lake acreage
- Lake area
- Lake perimeter
- Lake aerators

<u>Task</u>	<u>Description</u>
2.0	GIS Services – Phase 2
2.1	<p>Consultant will create a GIS web application for the CFM CDD. Data layers shall include but not be limited to:</p> <p>Drainage (where construction plans are available)</p> <ul style="list-style-type: none"> • Drainage pipes • Drainage structures <p>Platted Easements</p> <ul style="list-style-type: none"> • Type • Width <p>Document Hyperlinks</p> <ul style="list-style-type: none"> • Construction plans (where available) • Plat documents
3.0	GIS Services – Phase 3
3.1	<p>Consultant will create a GIS web application for the CFM CDD. Data layers shall include but not be limited to:</p> <p>Irrigation (as-built drawings to be provided by Client)</p> <ul style="list-style-type: none"> • Mainline • Valves <p>Street Lights (where construction plans are available)</p> <ul style="list-style-type: none"> • Type • ID (four-digit number from CDD) <p>Sidewalks</p> <ul style="list-style-type: none"> • ID • Management <p>Lake Aerators</p> <ul style="list-style-type: none"> • ID number • Electrical box • Compressors

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2021.

Initial:

CLIENT _____

CONSULTANT _____

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	GIS Services – Phase 1	T&M	\$ 5,000.00
2.0	GIS Services – Phase 2	T&M	\$10,000.00
3.0	GIS Services – Phase 3	T&M	\$10,000.00
Total:			\$25,000.00

Fee Type Definition:

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. The current hourly rate schedule is included as Exhibit C of this Professional Services Agreement. CONSULTANT shall provide CLIENT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2021.

Initial:

CLIENT _____

CONSULTANT _____

CONSULTANT'S HOURLY RATE SCHEDULE

GIS Manager	\$140.00/hr.
GIS Analyst III	\$120.00/hr.
GIS Analyst II	\$100.00/hr.
GIS Analyst I	\$ 85.00/hr.
Reimbursable Expenses	Cost

EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2021.

Initial:

CLIENT _____

CONSULTANT _____

CONSULTANT'S REIMBURSABLES

Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot *Mounted Billed at Cost
Aerial Photos	\$30.00 (24x36); \$60.00 (36x48); \$75.00 (36x62) Other sizes - \$5.00 per square foot *Mounted Billed at Cost
Color Photos	\$2.75 (8x11); \$3.00 (8x14); \$3.50 (11x17)
Xerox	\$0.15 (8x11); \$0.25 (8x14); \$0.35 (11x17)
Courier	Billed at Cost
FedEx/Overnight Delivery	Billed at Cost

Tab 10



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 20, 2022
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seats 3 & 4):** November 9, 2022

District Manager's Report

December 8

2021

C
F
M

C
D
D

FINANCIAL SUMMARY

10/31/2021

General Fund Cash & Investment Balance:	\$468,732
Debt Service Fund Investment Balance:	\$833,877
Capital Projects Fund Investments	\$7,183,909
Total Cash and Investment Balances:	\$8,486,518

General Fund Expense Variance: \$32,406 Under Budget



Rizzetta & Company

Fountain Repairs – Repairs were completed by Superior Waterways.

Aerator Proposal – We have obtained two estimates for aeration. We will present them for review at the workshop.

GIS Proposals – Two proposals are included in the agenda for consideration by the Board.