



Rizzetta & Company

CFM Community Development District

**Board of Supervisors' Meeting
February 17, 2022**

**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 Terry 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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February 11, 2022

Board of Supervisors
**CFM Community
Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, February 17, 2022 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 December 16, 2021..... Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Months of November and December 2021 and January 2022..... Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Special Assessment Bonds, Series 2021 Requisitions for Payment #3 through #14..... Tab 3
 - B. Consideration of Superior Waterways Proposal for Fountain Lighting..... Tab 4
 - C. Review and Consideration of Aeration Proposals Tab 5
 1. Solitude Lake Management
 - 2. Superior Waterways**
 - D. Consideration of Acquisition Documents Pertaining to the H&I Utilities and the Roadways, Stormwater, and Earthwork Withing B, H, I, and L (under separate cover)
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Tab 6
- 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

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, December 16, 2021 at 12:33 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
Rodney Allen	Board Supervisor, Assistant Secretary
Terry Jo Gile	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Kutak Rock, LLP
Brent Burford	District Engineer, Johnson Engineering
James Ratz	Forestar
Audience	

Prior to the onset of the Board of Supervisors' meeting the Board held a workshop. During the workshop Ms. Mackie provided a detailed overview of the Florida Sunshine Laws. Mr. Burford then distributed maps and reviewed district infrastructure. Mr. Burford then provided an overview of proposals received for options related to the installation of aerators from Solitude Lake Management and Superior Waterway Waterways, representatives for each vendor were in attendance.

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.

Mr. Brock addressed the Board regarding the lack of a construction roadway. The Board and Ms. Mackie provided responses to Mr. Brock.

47 **THIRD ORDER OF BUSINESS**

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

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

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

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56 **FOURTH ORDER OF BUSINESS**

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

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Ms. Blandon advised that the operations and maintenance expenditures for the period of October 1-31, 2021 total \$15,111.50 and asked if there were any questions. There were none.

On a Motion by Ms. Gile, seconded by Mr. Mayotte, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Period of October 1-31, 2021 totaling \$15,111.50, for the CFM Community Development District.

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65 **FIFTH ORDER OF BUSINESS**

**Consideration of Acquisition of
Expansion Capital Improvement Plan
Improvements (Roads, Utilities,
Stormwater)**

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Ms. Mackie provided an overview on construction advising that Forestar is nearing completion of some of the public improvements within the certain phases and so Forestar is looking for the District to accept the roads, utilities, and stormwater system in these areas. She advised that the District will maintain ownership of the roads and stormwater but the utilities will be dedicated to the maintenance entity although the District must own those first in order to use bond funds to pay for them. Discussion ensued.

On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board Approved the Acquisition of Expansion Capital Improvement Plan Improvements (Roads, Utilities, Stormwater), Not to Exceed \$7,000,000.00, and Authorized the Chairman to Execute the Necessary Documents, for the CFM Community Development District.

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78 Mr. Allen inquired as to flags being placed on the East side of Avenida Del Vera at
79 parcel J. Mr. Ratz advised that LCEC is conducting a directional bore to get power from
80 parcel J to parcel L. Mr. Mayotte asked if the blasting is complete. Mr. Ratz advised that
81 they should be close to done. Mr. Ratz further advised that the six-foot chain-link fence
82 along the golf course will be taken down at parcels F and G. Mr. Burford asked Mr. Ratz
83 if Forestar will be installing the recharge wells. Mr. Ratz advised that Forestar is
84 investigating the possibilities.

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86 **SIXTH ORDER OF BUSINESS** **Consideration of LaBelle Well Drilling**
87 **Proposal for Recharge Well PW8**
88 **Repairs**
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90 Mr. Burford provided an overview of the proposal from LaBelle Will Drilling for
91 recharge well PW8 repairs totaling \$17,450.00, to be paid from bond funds; he
92 recommended that the Board approve a not to exceed amount of \$20,000.00 due to
93 changes in the market. He asked if there were any questions. Discussion ensued.
94

On a Motion by Mr. McGibbon, seconded by Mr. Allen, with all in favor, the Board Approved the Proposal from LaBelle Well Drilling, for Repairs to Recharge WellPW8, Not to Exceed \$20,000.00, Subject to Preparation of an Agreement by Counsel, for the CFM Community Development District.

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96 **SEVENTH ORDER OF BUSINESS** **Consideration of Magnolia Landing**
97 **Golf Proposals**
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99 Ms. Bandon advised that the proposal received from Magnolia Landing Golf for
100 annual ground cover is \$15,539.50. She asked if there were any questions. Ms. Streeter
101 recommended removal of the Dady Chase Lane mulch, to save \$1,781.25. Ms. Gile
102 recommended removal of the Lakeville Exit mulch. Ms. Bandon will clarify the line item
103 for Lakeville Exit on the mulch proposal.
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On a Motion by Mr. Allen, seconded by Ms. Gile, with all in favor, the Board Approved the Magnolia Landing Golf Proposals for Annual Ground Cover, Subject to Removal of Dady Chase Lane and Review of Lakeville Exit, and for Median Landscape Improvements, for the CFM Community Development District.

105
106 Ms. Bandon advised that the proposal received from Magnolia Landing Golf for
107 median landscape improvements is \$10,327.00. She asked if there were any questions.
108 Ms. Streeter advised of concerns related to construction vehicles running over plants in
109 area #6.; she recommended not completing two areas until after construction is complete.
110 Ms. Streeter further recommended installation of gravel rather than mulch in areas
111 identified as item #6.
112

On a Motion by Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board Approved the Magnolia Landing Golf Proposal for Median Landscape Improvements, Subject to Removal of Two Construction Areas as Well as Substituting Gravel for Mulch in an Area, for the CFM Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of Johnson Engineering Proposal for Stormwater Management Needs Analysis

Mr. Burford provided an overview of the Johnson Engineering proposal for Stormwater Management Needs Analysis, in the amount of \$12,650.00, advising that this is a state requirement due to House Bill 53. He asked if there were any questions. Ms. Mackie reviewed her recommendation related to pricing as a not to exceed amount. Discussion ensued.

On a Motion by Mr. Mayotte, seconded by Ms. Streeter, with all in favor, the Board Approved the Johnson Engineering Proposal, for Stormwater Management Needs Analysis, Not to Exceed \$12,650.00, for the CFM Community Development District.

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NINTH ORDER OF BUSINESS

Consideration of Consent to Assignment of the Rizzetta Technology Services Contract

Ms. Blandon provided an overview of the Consent to Assignment advising that all services will be provided by Rizzetta & Company. 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 Consent to Assignment of the Rizzetta Technology Services Contract to Rizzetta & Company, for the CFM Community Development District.

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TENTH ORDER OF BUSINESS

Consideration of Proposals for GIS Mapping Services

Ms. Blandon advised that proposals for GIS Mapping Services were received from Johnson Engineering, in the amount of \$13,755.00, and from Passarella & Associates, in the amount of \$25,000.00. Discussion ensued. The Board asked that Mr. Burford provide a list of recommended layers.

On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board Approved the Johnson Engineering Proposal, for GIS Mapping Services, Not to Exceed \$13,755.00, for the CFM Community Development District.

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ELEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Mackie advised that she had no report but would be happy to answer any questions. There were none.
- B. District Engineer
Mr. Burford advised that he had no report but would be happy to answer any questions. There were none.
- C. District Manager
Ms. Bandon advised that the next meeting of the Board of Supervisors' is scheduled to be held on Thursday, January 20, 2022 at 11:30 a.m.

Ms. Bandon provided an overview of the District Management report as contained in the agenda.

Ms. Streeter inquired as to residents requesting bond pay off information. Ms. Bandon advised that she will reach out to the appropriate Staff member.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

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

THIRTEENTH ORDER OF BUSINESS

Audience Requests and Comments

Ms. Bandon opened the floor for Audience requests and comments.

A resident advised that the golf club has announced their mulch project at a lower cost than the CDD pricing. The Board responded.

A resident inquired as to the \$7,000,000.00 acquisition. He further inquired as to a construction entrance. Ms. Mackie answered regarding roads.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

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On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board adjourned the meeting at 1:42 p.m., for the CFM Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

CFM COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures November 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$39,597.92**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	002898	BG102121	Board of Supervisors Meeting 10/21/21	\$ 200.00
Department of Economic Opportunity	002906	84709	Special District Fee FY 21/22	\$ 175.00
Florida Fountains & Equipment, LLC	002903	2021-2051	Fountain Repair Service 10/21	\$ 161.50
Hopping Green & Sams	002894	125640	General/Monthly Legal Services 09/21	\$ 913.00
Hopping Green & Sams	002909	126042	General Legal Services 11/21	\$ 835.50
Johnson Engineering Inc	002904	20214225-000 Inv 2	Chloride Monitoring 10/21	\$ 750.00
Johnson Engineering Inc	002910	20214225-000 Inv 3	Chloride Monitoring 11/21	\$ 750.00
LCEC	002895	6571809552 10/21	Electric Summary 10/21	\$ 3,328.28
Lee County Property Appraiser	002908	010266	2021-22 Non Ad Valorem Roll	\$ 559.00
Lee County Tax Collector	002905	Real Estate Tax 2021	2020/2021 Unpaid Real Estate Tax	\$ 20.77
Lerner Reporting Services, Inc.	002911	264	CFM Annual Disclosure Fee FY 21/22	\$ 6,500.00
Magnolia Landing Golf, LLC	002896	1778	Aerator Agreement & Water 10/21	\$ 625.00

CFM Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Magnolia Landing Golf, LLC	002896	1779	Aerator Utility Cost 10/21	\$ 1,400.00
Magnolia Landing Golf, LLC	002912	1792	Aerator Agreement & Water 11/21	\$ 625.00
Magnolia Landing Golf, LLC	002912	1793	Aerator Utility Cost 11/21	\$ 1,400.00
Mettauer Environmental Inc.	002899	2014	BI-Annual Conservation Area #2of2 9/21	\$ 6,680.00
Paul Mayotte	002897	PM102121	Board of Supervisors Meeting 10/21/21	\$ 200.00
Rizzetta & Company, Inc.	002900	INV0000062554	District Management Fees 11/21	\$ 3,931.17
Rizzetta Technology Services, LLC	002901	INV0000008182	Website Hosting & Email Services 11/21	\$ 175.00
Solitude Lake Management LLC	002907	PI-A00688323	Lake & Pond Management Services 10/21	\$ 2,346.00
Solitude Lake Management LLC	002913	PI-A00706437	Lake & Pond Management Services 11/21	\$ 2,346.00
Sue Streeter	002902	ss102121	Board of Supervisors Meeting 10/21/21	\$ 200.00
Superior Waterway Services, Inc.	002914	78778	Fountain # 2 Motor w/ Pump	\$ 5,276.70
Terry Jo Gile	002893	TG102121	Board of Supervisors Meeting 10/21/21	\$ <u>200.00</u>
Report Total				\$ <u>39,597.92</u>

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Operation and Maintenance Expenditures December 2021 For Board Approval

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

The total items being presented: **\$ 53,687.52**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	001005	BM121621	Board of Supervisors Meeting 12/16/21	\$ 200.00
Florida Fountains & Equipment, LLC	002915	2021-2095	Fountain Repair 11/21	\$ 129.00
Florida Fountains & Equipment, LLC	002915	2021-2098	Fountain Repair 11/21	\$ 129.00
Johnson Engineering Inc	002916	20044888-001-167	Engineering Services 11/21	\$ 3,968.75
Johnson Engineering Inc	001001	20214225-000 Inv 4	Chloride Monitoring 12/21	\$ 750.00
LCEC	002917	6571809552 11/21	Electric Summary 11/21	\$ 3,328.28
Magnolia Landing Golf, LLC	001003	1813	Irrigation Repairs 12/21	\$ 365.00
Magnolia Landing Golf, LLC	001003	1814	Straighten Road Signs	\$ 100.00
Magnolia Landing Golf, LLC	001003	1815	ESA Sign Replacement 12/21	\$ 1,302.00
Magnolia Landing Golf, LLC	001003	1822	Aerator Utility Cost 12/21	\$ 1,400.00

CFM Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Magnolia Landing Golf, LLC	001003	1823	Aerator Agreement & Water 12/21	\$ 625.00
Magnolia Landing Master Association, Inc.	001002	10012021	Monthly Landscaping 10/21	\$ 3,494.58
Magnolia Landing Master Association, Inc.	001002	11012021	Monthly Landscaping 11/21	\$ 3,494.58
Magnolia Landing Master Association, Inc.	001002	12012021	Monthly Landscaping 12/21	\$ 3,494.58
Magnolia Landing Master Association, Inc.	001002	9012021	Monthly Landscaping 09/21	\$ 3,494.58
Mettauer Environmental Inc.	001006	2071	Quarterly Conservation Area Maintenance 09/21	\$ 10,250.75
Mettauer Environmental Inc.	001006	2072	Quarterly Conservation Area Maintenance 11/21	\$ 10,250.75
Paul Mayotte	001004	PM121621	Board of Supervisors Meeting 12/16/21	\$ 200.00
Rizzetta & Company, Inc.	002918	INV0000063135	District Management Fees 12/21	\$ 3,931.17
Rizzetta Technology Services, LLC	002919	INV0000008273	Website Hosting & Email Services 12/21	\$ 175.00
Solitude Lake Management LLC	001007	PI-A00724797	Lake & Pond Management Services 12/21	\$ 2,346.00
Sue Streeter	001008	SS121621	Board of Supervisors Meeting 12/16/21	\$ 200.00

CFM Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Daily Breeze	001009	122395 12/08/21	Legal Advertising 12/21	\$ <u>58.50</u>
Report Total				\$ <u>53,687.52</u>

CFM COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures January 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2022 through January 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$ 13,072.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Fountains & Equipment, LLC	1010	2021-169	Fountain Repair Service 12/21	\$ 161.50
Johnson Engineering Inc	1016	20044888-001-166	Engineering Services 10/21	\$ 1,357.50
Johnson Engineering Inc	1011	20044888-001-168	Engineering Services 12/21	\$ 1,520.00
LCEC	1012	6571809552 4/7	Electric Summary 12/21	\$ 3,328.28
Rizzetta & Company, Inc.	1013	INV0000064579	District Management Fees 01/22	\$ 4,106.17
Solitude Lake Management LLC	1018	PI-A00740666	Lake & Pond Management Services 01/22	\$ 2,346.00
Terry Jo Gile	1014	TJG121621	Board of Supervisors Meeting 12/16/21	\$ 200.00
The Daily Breeze	1017	122784 1/12/22	Legal Advertising 01/22	<u>\$ 53.00</u>
Report Total				<u>\$ 13,072.45</u>

Tab 3

CFM CDD
Special Assessment Bonds, Series 2021
Requisitions for Payment

Requisition No.	Vendor	Amount
3	Hopping Green & Sams	\$8,862.50
4	Metron Surveying & Mapping	\$425.00
5	CFM CDD	\$26,116.25
6	Johnson Engineering	\$10,588.75
7	Hopping Green & Sams	\$532.00
8	Johnson Engineering	\$852.00
9	Maxwell, Hendry & Simmons	\$9,200.00
10	Hopping Green & Sams	\$2,631,025.00
11	Hopping Green & Sams	\$5,277.00
12	Johnson Engineering	\$856.25
	Total	\$2,693,734.75

Tab 4



SERVICE AGREEMENT FOUNTAIN REPAIR

January 10, 2022

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

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Supply and install the following <u>Fountain #3:</u> Four (4) 22-Watt stainless Steel LED light fixtures, 500 ft power supply cable and add surge protector to lighting circuit.	Total: \$2,920.50
<u>Fountain #4:</u> Four (4) 22-Watt stainless Steel LED light fixtures, 150 ft power supply cable and add surge protector to lighting circuit.	Total: \$2,208.25
Warranty: Two (2) years on LED's and ninety (90) days on labor	
If CFM would like to only replace LED's as they go bad cost per LED fixture installed	Total: \$644.50 each
Warranty: one (1) year on LED's and ninety (90) days on labor	

***This offer is good for ninety (90) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

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

By: _____

By: _____

Dated: _____

Tab 5

AERATOR INSTALLATION SERVICES CONTRACT

CUSTOMER NAME: CFM CDD - Magnolia Landing

SUBMITTED TO: Ms. Belinda Blandon

CONTRACT DATE: February 10, 2022

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 **\$111,984.00**. (*Site 151: \$15,709.00*) (*Site 152: \$29,185.00*) (*Site 154/155: \$18,035.00*) (*Site 159: \$17,485.00*) (*Site 161,164/165: \$16,570.00*) (*Site 168/169: \$15,630.00*). 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

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



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
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

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

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- 1 Vertex Air 4 VBS Aeration System (Site 159)**
Includes: **Two (2) 1/3 HP 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
Four (4) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
Adjustable air distribution manifolds
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
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
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 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. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude 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. SÖLitude 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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**SUPERIOR WATERWAY
SERVICES, INC.**



AERATION PROPOSAL

CFM CDD

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

**SUPERIOR WATERWAY
SERVICES, INC.**



December 21, 2021

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

RE: Lakebed 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 in 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 for 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

December 21, 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, 1950ft 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, four (4) 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 aeration system, Includes stainless steel lockable, weatherproof cabinet, two (2) 1/2hp 115V dual piston compressors, five (5) 12" single membrane diffusers, 2575ft ½ self-weight air tubing, 650ft of 1-inch self-weighted tubing
Power will come from existing meter; we add new panel and outlet. Cabinet will be located next meter

Lake 155

One (1) Aqua Master AquaAir Ultra 2 aeration system
one (1) 1/2hp 115V dual piston compressors, two (2) 12" single membrane diffusers,
350ft ½ self-weight air tubing.

The Compressor will be in lake 154's cabinet

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,
1850ft 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,
1175ft ½ self-weighted air tubing

New 120/240v electric service includes concrete pedestal, with meter can and breaker panel located next to transformer at 20502 Sky Meadows Ln. Service installed by license electrical contractor includes permit.

Lake 165:

One (1) Aqua Master AquaAir Ultra 5 aeration system, includes two (2) 1/2hp 115V dual piston compressors, five (5) 12" single membrane diffusers,
2325ft ½ self-weighted air tubing, 900ft of 1-inch self-weighted tubing

The Compressor will be in lake 161's cabinet

Lake 168:

One (1) Aqua Master AquaAir Ultra 3 High Flow aeration system, Includes stainless steel lockable, weatherproof cabinet, two (2) 1/2hp 115V dual piston compressors, three (3) 12" single membrane diffusers, 925ft 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 169

One (1) Aqua Master AquaAir Ultra 3 High Flow aeration system, includes one (1) 1/2hp 115V dual piston compressors, three (3) 12" single membrane diffusers, 1400ft ½ self-weighted air tubing,
The Compressor will be in lake 168's cabinet

*** Contract includes the fist year of aeration maintenance at no charge to the customer**

***Superior Waterway Services, Inc. (SWS) did not verify that the lake connecting pipe is accessible, if pipe is not associable 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**

***This offer is good for ninety (90) days of quotation**

***50% deposit requested with balance due completion of service**

Total installation cost: \$133,000.00

SUPERIOR WATERWAY SERVICES, INC.

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

By: _____

By: _____

Dated: _____

SUPERIOR WATERWAY SERVICES, INC.



CFM CDD Aeration Equipment List

Lake #	Voltage	# Cabinets	# Compressors	# Diffusers	1/2" Tubing	3/4" Tubing	1" Tubing	New Electric service
151	120	1	2	4	1950		0	1
152	120	1	4	8	3600		300	1
154	120	1	2	5	2575	0	650	Using Existing Meter
155	120	Shared with 154	1	2	350	400	0	0
159	120	1	2	5	1850	0	0	1
161	120	1	1	3	1175	0	0	1
165	120	Shared with 161	2	5	2325	0	800	0
168	120	1	2	3	925	0	500	1
169	120	Shared with 168	1	3	1400	0	0	0
Totals		6	17	38	16150	400	2250	5

* Electric cost is based on 30 days per month average				* KW rate and monthly fee came from LCEC customer support				
Lake #	Cost KW Per hour	Hours running per day	Daily electric cost per compressors	Monthly electric cost per compressors	Number of compressors	Monthly electric cost per lake	LCEC Monthly fee per meter	Total electric cost per lake
151	\$0.082	24	\$1.97	\$59.04	2	\$118.08	\$20.00	\$138.08
152	\$0.082	24	\$1.97	\$59.04	4	\$236.16	\$20.00	\$256.16
154	\$0.082	24	\$1.97	\$59.04	2	\$118.08	\$0.00	\$118.08
155	\$0.082	24	\$1.97	\$59.04	1	\$59.04	\$0.00	\$59.04
159	\$0.082	24	\$1.97	\$59.04	2	\$118.08	\$20.00	\$138.08
161	\$0.082	24	\$1.97	\$59.04	1	\$59.04	\$20.00	\$79.04
165	\$0.082	24	\$1.97	\$59.04	2	\$118.08	\$0.00	\$118.08
168	\$0.082	24	\$1.97	\$59.04	2	\$118.08	\$20.00	\$138.08
169	\$0.082	24	\$1.97	\$59.04	1	\$59.04	\$0.00	\$59.04
							total	\$1,103.68

Note These operating cost are estimates only

SUPERIOR WATERWAY SERVICES, INC.



CFM CDD Maintenance and replacement cost

Item	Estimated replacement cost	Average life	Total #	After warranty you can expect to replace per year	Yearly budget for compressor replacement
Compressor	\$900.00	4 to 5 years	17	4.25	\$3,825.00
Cooling fan	\$85.00	3 to 4 years	10	3	\$255.00
Filters	\$30.00	2 years	34	Covered under the maintenance contract	
Quarterly Maintenance					
Year 1	Year 2				
Included with install	\$780.00				



AERATION MANAGEMENT AGREEMENT

This agreement, dated January 1, 2023, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

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

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aeration sites:

Service 9 Lake Aeration Systems, with 6 aeration cabinet.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Aeration Maintenance \$780.00/ quarterly

Four (4) services per year done quarterly

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.



6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.

Aeration Maintenance – Each cabinet will be serviced quarterly. Services includes, inspect each system, cleaning cabinet interior, adjusting and balance diffusers, change filters according to manufacturer’s guidelines, clean muffler intake assembly, adjust pressure relief valve, test and reset GFI circuitry, inspect airline supply tubing and fittings above the waterline, remove excessive grass/weed growth from around compressor cabinet(s) to maintain optimal airflow & operating temperature, apply ant bait if necessary.

- * **No parts or special repairs are included other than parts already specified**
- * **Additional repairs will be invoiced separately**

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property and provided to Customer.

10. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
12. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE



Aeration References

Cedar Hammock

Todd Legan, 239-304-2898

golfmaint@cedarhammockcc.com

We are installing 4 new systems in January

Burnt Store Lakes

Ron Kent, 909-938-1822

Replaced 11 systems

Hideaway Beach Club

Tom Ryan 239-642-2830

tryon@hideawaybeachclub.org

I designed installed 7 systems

Pelican Preserve

Doug Zanter, 314-443-5187

Bob Geppert with Gateway CDD, 239-791-6483

I designed, and installed over 50 systems

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.

Tab 6



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 17, 2022
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seats 3 & 4):** November 9, 2021

**District
Manager's
Report**

February 9

2022

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<u>FINANCIAL SUMMARY</u>	<u>12/31/2021</u>
General Fund Cash & Investment Balance:	\$468,740
Capital Projects Fund Cash & Investment Balance:	\$7,176,357
Debt Service Fund Investment Balance:	\$836,399
Total Cash and Investment Balances:	\$8,481,496
General Fund Expense Variance: \$51,871	Under Budget



Rizzetta & Company

Sidewalk Pressure Washing – Premier is working on the pressure washing of the sidewalks. Work should be completed by the end of the week.

Fiddlewood Sign: The Fiddlewood sign disappeared after a storm. A new sign has been ordered and is pending replacement.

20600 Dennisport Lane Request for reimbursement: The homeowner claims that after the last storm branches from the trees within the preserve damaged their lanai screen. They are requesting reimbursement from the District for the damages. DM will report on this during the meeting.