



Rizzetta & Company

# CFM Community Development District

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**Board of Supervisors' Meeting  
April 21, 2022**

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

[www.cfmccd.org](http://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

<b>Board of Supervisors</b>	Paul Mayotte Sue Streeter Brian McGibbon Rodney Allen Terry Jo Gile	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Tucker Mackie	Kutak Rock, LLP
<b>District Engineer</b>	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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April 14, 2022

Board of Supervisors  
**CFM Community  
Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, April 21, 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 March 17, 2022 ..... Tab 1
  - B. Consideration of the Operations and Maintenance Expenditures for the Months of February and March 2022..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Discussion and Consideration of Installing Reflectors on Roadways
  - B. Discussion Regarding Additional Fountains ..... Tab 3
  - C. Consideration of Proposals for Aerator Installation ..... Tab 4
    1. Solitude Lake Management
    2. Superior Waterways
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 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, March 17, 2022 at 11:50 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	<b>Board Supervisor, Chairman</b>
Sue Streeter	<b>Board Supervisor, Vice Chair</b>
Brian McGibbon	<b>Board Supervisor, Assistant Secretary</b>
Rodney Allen	<b>Board Supervisor, Assistant Secretary</b>
Terry Jo Gile	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Tucker Mackie	<b>District Counsel, Kutak Rock, LLP (via speaker phone)</b>
Brent Burford	<b>District Engineer, Johnson Engineering Mettauer</b>
Sonny Backes	
Audience	

Prior to the onset of the Board of Supervisors' meeting the Board held a workshop. During the workshop, the Board discussed amending the budget to allow for the installation of aerators in the lakes; utility power costs were discussed. Mr. Burford discussed the need for lake bank remediation at an estimated cost of \$353,000.00; he recommended phasing the work over three years. Mr. Burford further discussed non-compliance concerns with the Board.

**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. Streeter discussed street bulbs.

47 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
February 17, 2022**

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52  
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54

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on February 17, 2022. 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 February 17, 2022, for the CFM Community Development District.

55  
56 **FOURTH ORDER OF BUSINESS**

**Ratification of Special Assessment  
Bonds, Series 2021 Requisitions for  
Payment #13 through #17**

57  
58  
59  
60  
61  
62

Ms. Blandon advised that requisitions for payment #13 through #17 totaled \$1,358,028.25. She asked if there were any questions. There were none.

On a Motion by Ms. Gile, seconded by Mr. McGibbon, with all in favor, the Board Ratified Payment of Special Assessment Bonds, Series 2021 Requisitions for Payment #13 through #17, totaling \$1,358,028.25, for the CFM Community Development District.

63  
64 **FIFTH ORDER OF BUSINESS**

**Ratification of Johnson Engineering  
Work Authorization for Water Use  
Permit Modification**

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67  
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72

Ms. Blandon advised that the Johnson Engineering Work Authorization related to the water use permit modification was signed by the Chairman in order to expedite the needed work; she further advised that this item will be paid from bond funds. Ms. Blandon asked if there were any questions. There were none.

On a Motion by Ms. Streeter, seconded by Ms. Gile, with all in favor, the Board Ratified Execution of the Johnson Engineering Work Authorization for Water Use Permit Modification, for the CFM Community Development District.

73  
74 **SIXTH ORDER OF BUSINESS**

**Consideration of Johnson  
Engineering Proposal for Water Use  
Permit Pumpage Monitoring and  
Reporting**

75  
76  
77  
78

79 Mr. Burford provided an overview of the Johnson Engineering proposal for water  
80 use permit pumpage monitoring and reporting; he advised that Johnson Engineering  
81 currently monitors the two wells onsite and this meter reading would be in addition to the  
82 current monitoring contract. Board discussion ensued.  
83

On a Motion by Mr. Mayotte, seconded by Ms. Streeter, with all in favor, the Board Approved the Johnson Engineering Proposal for Water Use Pumpage Monitoring and Reporting, Subject to Revision of the Proposal so that Counsel can Prepare an Amendment to the Current Agreement, for the CFM Community Development District.

84  
85 **SEVENTH ORDER OF BUSINESS** **Consideration of Solitude Lake**  
86 **Management Fee Increase**  
87

88 Ms. Blandon advised that she received the request for a three percent increase  
89 from Solitude Lake Management; she reviewed the pricing structure for this service from  
90 the onset of the original contract.  
91

On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board Approved the Solitude Lake Management Fee Increase, Subject to Preparation of an Amendment to the Current Agreement by Counsel, for the CFM Community Development District.

92  
93 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2022-02,**  
94 **Regarding Conveyance of Surplus**  
95 **Property (Tract E)**  
96

97 Ms. Mackie spoke regarding Tract E and a scrivener's error, she advised that the  
98 tract is meant for recreation. Ms. Mackie advised that the property sum is \$75,000.00  
99 to be paid back to the CDD bond funds; she further advised that pickleball courts will be built  
100 on the tract. Board discussion ensued regarding whether or not they should approve the  
101 conveyance as well as the appraised value of the tract.  
102

On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board Adopted Resolution 2022-02, Regarding Conveyance of Surplus Property (Tract E), for the CFM Community Development District.

103  
104 **NINTH ORDER OF BUSINESS** **Staff Reports**

105  
106 A. District Counsel  
107 Ms. Mackie advised that there were questions related to the property  
108 appraiser still showing Forestar as the owner of a tract; she advised that she  
109 is working with the property appraiser to get this issue fixed.  
110

111 Mr. Mayotte asked if Ms. Mackie had any further comments related to Nalle  
112 Grade. Ms. Mackie advised that she does not.

113  
114 B. District Engineer  
115 Mr. Burford advised that a notice of non-compliance was received from the  
116 South Florida Water Management District which will require some additional  
117 plantings; he advised that the exotics are in good shape; he further advised  
118 that Mr. Backes will be inspecting a dead pine tree and providing a proposal  
119 for necessary work. Discussion ensued regarding placing signage around  
120 the conservation areas to assist in keeping ATV riders from trespassing.  
121 The Board asked that Mr. Burford obtain pricing for fencing the conservation  
122 areas where ATV riders are accessing.

123  
124 C. District Manager  
125 Ms. Bandon advised that the next meeting of the Board of Supervisors' is  
126 scheduled to be held on Thursday, April 21, 2022 at 11:30 a.m.

127  
128 Ms. Bandon advised that the initial mapping of the GIS has been completed  
129 and is working to get usernames and passwords. Mr. Burford advised that  
130 the GIS is live, and the Board can access now. Ms. Bandon advised that  
131 the LED fountain lighting has been completed. She advised that the  
132 Fiddlewood sign has been installed and the vandalized post will be painted.

133  
134 Ms. Bandon asked if the Board would like to consider an amended budget  
135 and whether the Board would like to see the proposals on the agenda. The  
136 Board advised that they would. Ms. Bandon advised that the amended  
137 budget as well as the aeration proposals will be on the next agenda.

138  
139 Ms. Bandon addressed an email she received from a homeowner  
140 concerning dead material in the conservation area; she advised that Mr.  
141 Backes will be reviewing and providing a report.

142  
143 **TENTH ORDER OF BUSINESS** **Supervisor Requests**

144  
145 Ms. Bandon opened the floor for Supervisor requests and comments.

146  
147 Ms. Gile advised of a streetlight concern that has already been reported.

148  
149 Mr. Streeter advised of an area where the sidewalk was cut out to allow for light  
150 posts to be installed causing golf cart riders to go into the street; she advised that she  
151 would like to have light poles removed and the sidewalk repaired. Mr. Burford advised  
152 that all but one light post are ADA compliant; he advised that he will review the plans to  
153 determine if there was a reason for adjusting the position of the light post and will reach  
154 out to LCEC to inquire as to having the light pole relocated. Ms. Streeter advised that she  
155 will get the light post numbers and provide to Ms. Bandon and Mr. Burford.

156  
157 Mr. Allen spoke regarding the re-mulching project that was recently completed; he



158 advised that some beds were not done at that time. Mr. Allen advised that one bed has  
159 two-inch rock in it; he recommended removal and replacement of the rock. Ms. Streeter  
160 provided input as to the reason for the rock. Mr. Allen recommended replacing the rock  
161 with river rock. Discussion ensued. Ms. Blandon advised that she will reach out to Ms.  
162 Southwick to work on alternatives.

163  
164 Mr. Mayotte inquired as to placing a sign at the exit advising that there should be  
165 no more than one vehicle in the intersection at a time. Ms. Blandon advised that the  
166 signage would need to be on CDD property; she asked that Mr. Burford send her a picture  
167 of the area so that she can obtain proposals. Discussion ensued regarding the  
168 requirements to place a streetlight at the intersection.

169  
170 **ELEVENTH ORDER OF BUSINESS** **Audience Requests and Comments**

171  
172 Ms. Blandon opened the floor for Audience requests and comments. There were  
173 none.

174  
175 **TWELFTH ORDER OF BUSINESS** **Adjournment**

176  
177 Ms. Blandon advised there is no further business to come before the Board and  
178 asked for a motion to adjourn.

179  

On a Motion by Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board adjourned the meeting at 12:50 p.m., for the CFM Community Development District.

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Secretary/Assistant Secretary Chairman/Vice Chairman

# Tab 2

# CFM COMMUNITY DEVELOPMENT DISTRICT

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## Operation and Maintenance Expenditures February 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2022 through February 28, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$ 64,599.99**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	1036	BM021722	Board of Supervisors Meeting 02/17/22	\$ 200.00
Johnson Engineering Inc	1024	20044888-001-169	Engineering Services 01/22	\$ 1,667.50
Johnson Engineering Inc	1024	20044888-017-1	Engineering Services 01/22	\$ 455.00
Johnson Engineering Inc	1027	20214225-000 Inv 5	Chloride Monitoring 01/22	\$ 750.00
Kutak Rock, LLP	1028	2981407	Monthly Legal Services 12/21	\$ 3,751.88
LCEC	1025	6571809552 1/22	Electric Summary 01/22	\$ 3,328.28
Lee County Board of County Commissioners	1030	2294	Annual Regulatory Program & Surveillance Fee 2022	\$ 560.00
Magnolia Landing Golf, LLC	1031	1853	Aerator Utility Cost 01/22	\$ 1,400.00
Magnolia Landing Golf, LLC	1031	1854	Aerator Agreement & Water 01/22	\$ 625.00
Magnolia Landing Golf, LLC	1034	1866	Annual Ground Cover 01/22	\$ 24,845.25
Magnolia Landing Golf, LLC	1034	1867	Remove Plants 01/22	\$ 700.00
Magnolia Landing Golf, LLC	1034	1868	Aerator Utility Cost 02/22	\$ 1,400.00

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Magnolia Landing Golf, LLC	1034	1869	Aerator Agreement & Water 02/22	\$ 625.00
Magnolia Landing Master Association, Inc.	1033	MLM 01012022	Monthly Landscaping 01/22	\$ 3,494.58
Magnolia Landing Master Association, Inc.	1033	MLM 02012022	Monthly Landscaping 02/22	\$ 3,494.58
Mettauer Environmental Inc.	1037	2322	Quarterly Conservation Area Maintenance 01/22	\$ 10,250.75
Paul Mayotte	1035	PM021722	Board of Supervisors Meeting 02/17/22	\$ 200.00
Rizzetta & Company, Inc.	1026	INV0000065418	District Management Fees 02/22	\$ 4,106.17
Solitude Lake Management LLC	1038	PI-A00755098	Lake & Pond Management Services 02/22	\$ 2,346.00
Sue Streeter	1039	SS021722	Board of Supervisors Meeting 02/17/22	\$ 200.00
Terry Jo Gile	1032	TG021722	Board of Supervisors Meeting 02/17/22	\$ 200.00
<b>Report Total</b>				<u>\$ 64,599.99</u>

# CFM COMMUNITY DEVELOPMENT DISTRICT

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## **Operation and Maintenance Expenditures March 2022 For Board Approval**

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

The total items being presented:     **\$ 31,208.19**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	1050	BM031722	Board of Supervisors Meeting 03/17/22	\$ 200.00
Column Software PBC	1040	B30F5068-0001	B30F5068 Legal Advertising 02/22	\$ 40.84
Johnson Engineering Inc	1041	20044888-001-170	Engineering Services 02/22	\$ 3,750.00
Johnson Engineering Inc	1043	20044888-017 Inv 2	Engineering Services Through 02/13/22	\$ 3,553.75
Johnson Engineering Inc	1041	20044888-018-1	Engineering Services 02/22	\$ 616.25
Johnson Engineering Inc	1043	20214225-000 Inv 6	Chloride Monitoring 02/22	\$ 750.00
Kutak Rock, LLP	1044	3009755	Monthly Legal Services 01/22	\$ 561.00
Kutak Rock, LLP	1055	3023545	Monthly Legal Services 02/22	\$ 1,334.98
LCEC	1042	6571809552 1/11	Electric Summary 02/22	\$ 3,375.87
LLS Tax Solutions, Inc	1056	2614	Arbitrage Rebate Calculation Series 2004A-2	\$ 1,000.00
Magnolia Landing Golf, LLC	1048	1896	Damaged Plant Replacement 03/22	\$ 350.00
Magnolia Landing Master Association, Inc.	1047	MLM 03012022	Monthly Landscaping 03/22	\$ 3,494.58

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

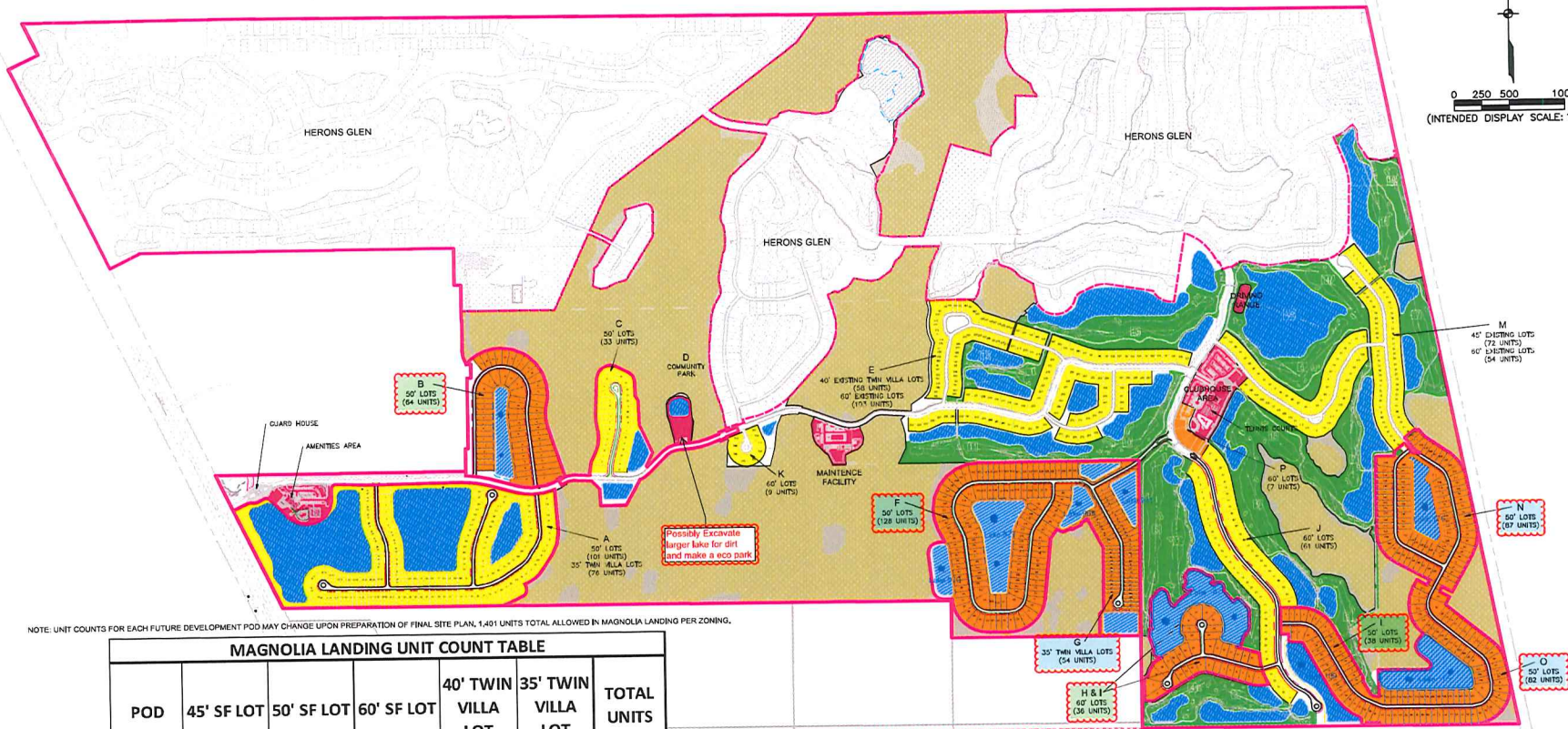
<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Paul Mayotte	1049	PM031722	Board of Supervisors Meeting 03/17/22	\$ 200.00
Rizzetta & Company, Inc.	1045	INV0000066334	District Management Fees 03/22	\$ 4,106.17
Solitude Lake Management LLC	1051	PI-A00773024	Lake & Pond Management Services 03/22	\$ 2,346.00
Sue Streeter	1052	SS031722	Board of Supervisors Meeting 03/17/22	\$ 200.00
Superior Waterway Services, Inc.	1053	80326	Fountain Repairs 03/22	\$ 5,128.75
Terry Jo Gile	1046	TG031722	Board of Supervisors Meeting 03/17/22	\$ <u>200.00</u>
<b>Report Total</b>				<b>\$ <u>31,208.19</u></b>



# Tab 3



0 250 500 1000  
 (INTENDED DISPLAY SCALE: 1"=500')



NOTE: UNIT COUNTS FOR EACH FUTURE DEVELOPMENT POD MAY CHANGE UPON PREPARATION OF FINAL SITE PLAN. 1,401 UNITS TOTAL ALLOWED IN MAGNOLIA LANDING PER ZONING.

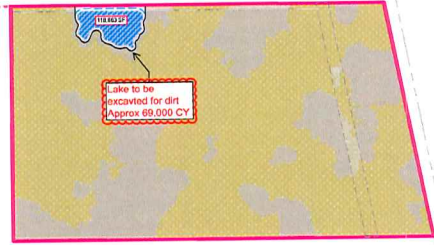
**MAGNOLIA LANDING UNIT COUNT TABLE**

POD	45' SF LOT	50' SF LOT	60' SF LOT	40' TWIN VILLA LOT	35' TWIN VILLA LOT	TOTAL UNITS
Delisi-Fitzgerald	A	101			76	177
Delisi-Fitzgerald	B				98	98
Delisi-Fitzgerald	C	33				33
Delisi-Fitzgerald	D					0
Johnson	E		103	58		161
Johnson	F	128				128
Delisi-Fitzgerald	G				54	54
Delisi-Fitzgerald	H & I		37			37
Johnson	J		61			61
Johnson	K		9			9
Johnson	L	38				38
Johnson	M	72	54			126
Johnson	N	87				87
Johnson	O	83				83
	P		7			7
<b>TOTALS</b>	<b>72</b>	<b>470</b>	<b>271</b>	<b>58</b>	<b>228</b>	<b>1099</b>

EXPRESS PHASE 1  
 PHASE 2

Obtain Access Rights from FPL to allow construction access for Eastern Pods

- DEVELOPED PODS
- PROPOSED DEVELOPMENT PODS
- AMENITIES
- GOLF COURSE
- LAKES
- CONSERVATION AREAS



Magnolia Landing Lake Inventory

Parcel	Lakes	HP
F&G	177	5
F&G	177	5
F&G	177	5
F&G	161	5
F&G	162	5
B	N/A	5
B	N/A	5
H&I	137	5
H&I	137	5
L&O	103	5
L&O	175	5
L&O	176	5

D.R. HORTON

MAGNOLIA LANDING  
 LEE COUNTY, FLORIDA

NO.	DATE	DESCRIPTION

DATE: NOVEMBER 2018  
 PROJECT NO. 20160260  
 FILE NO. 04-13-21  
 SCALE: 1" = 500'

UNIT COUNT MAP

SHEET NUMBER  
**1**

# Tab 4

## **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
<b>Totals</b>		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**



**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](mailto: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](mailto: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.