



Rizzetta & Company

# **CFM Community Development District**

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## **Board of Supervisors' Meeting**

### **February 15, 2024**

**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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February 08, 2024

**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, February 15, 2024, 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 21, 2023,..... Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for the Months of December 2023 and January 2024..... Tab 2
  - C. Ratification of Special Assessment Bonds, Series 2021 Requisitions for Payment #49, 50 and 51 ..... Tab 3
- 4. BUSINESS ITEMS**
  - A. Update regarding FEMA appeal process
  - B. Consideration of Solitude Lake Management Addendum ..... Tab 4
  - C. Consideration of Landscaping Agreement Addendum ..... Tab 5
- 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 special meeting of the Board of Supervisors of the CFM Community Development District was held on **Thursday, December 21, 2023, at 11:38 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 Chairman</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 (via Teams)</b>

Also present were:

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

**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 announced there were no members of the public present. Ms. Blandon moved forward with the agenda.

**THIRD ORDER OF BUSINESS**                      **Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
November 16, 2023**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on November 16, 2023. She asked if there were any questions related to the minutes. Ms. Gile requested a correction on line 19, her last name is spelled incorrectly.

48 On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board  
49 Approved the Minutes of the Board of Supervisors' Meeting held on November 16, 2023,  
50 for the CFM Community Development District.

51  
52 **FOURTH ORDER OF BUSINESS** **Ratification of the Operations and**  
53 **Maintenance Expenditures for the**  
54 **Months of October and November**  
55 **2023**  
56

57 Ms. Bandon advised that operations and maintenance expenditures for the period  
58 of October 1-31, 2023, totaled \$19,558.91 and November 1-30, 2023, totaled \$92,044.87.  
59 She asked if there were any questions. There were none.  
60

61 On a Motion by Mr. Mayotte, seconded by Mr. McGibbon, with all in favor, the Board  
62 Ratified the Operations and Maintenance Expenditures for the Months of October 2023,  
63 (\$19,558.91) and November 2023 (\$92,044.87), for the CFM Community Development  
64 District.

65  
66 **FIFTH ORDER OF BUSINESS** **Discussion regarding FEMA**  
67 **Determination Memorandum and**  
68 **consideration of appeal process**  
69

70 Ms. Bandon advised the Board the determination memo received from FEMA has  
71 several things that are incorrect, which were noted in a premeeting between District  
72 Counsel, District Manager, and the Chairman. Ms. Mackie advised the Board when  
73 submitting documentation for FEMA reimbursement it is a difficult process to get approval  
74 from. She stated the Board will need to determine whether staff should move forward with  
75 compiling an appeal. District Counsel advised that FEMA is requiring a response that is  
76 outlined in the determination memo, as well as documentation that supports the District's  
77 counter response, some of which was provided at the time the District's original  
78 application was submitted. Ms. Mackie advised the Board that although FEMA recognizes  
79 the gate does not impede access to the District facilities, they determined that because  
80 amenity center and golf course are not district improvements and are not open to the  
81 public, therefore FEMA is denying the funding of the District. Ms. Bandon advised there  
82 has been a total of seven Program Delivery Managers, and she has had to start over  
83 each time a new Program Delivery Manager has been assigned. She provided the Board  
84 with the detailed information that she gave FEMA for the original application, damage  
85 inventory, and dates of submittals. Board discussion ensued. Ms. Mackie and Ms.  
86 Bandon responded to questions from the Board. Ms. Mackie offered a second option and  
87 send FEMA a page and a half response to point out to them how wrong they are, advising  
88 what has been provided to date. Board discussion ensued regarding the usefulness of  
89 FEMA, and possible budget impacts in the future. Ms. Streeter advised the Board that the  
90 HOA filed with their insurance for damages during the Hurricane, not with FEMA. Ms.  
91 Bandon advised the Board that FEMA is quoting information in the determination memo  
92 from the Magnolia Landing Master Association HOA website. The Board believes FEMA  
93 has confused the District with the HOA. The Board requested Ms. Mackie send a page

94 and a half response to FEMA pointing out the inaccuracies, clarifying the two different  
95 entities for no more than \$3,500 cost.  
96

97 On a Motion by Ms. Streeter, seconded by Ms. Gile, with all in favor, the Board Approved  
98 District Counsel to move forward with an appeal with a cap of financial and time work of  
99 \$3,500.00 pointing out the inconsistencies the FEMA determination memo as to how the  
100 HOA and the District, operate and the locations from which they operate from, for the CFM  
101 Community Development District.

102  
103 **SIXTH ORDER OF BUSINESS**

**Staff Reports**

104  
105 **A. District Counsel**

106 Ms. Mackie has advised she does not have a report. She advised that she would  
107 answer any questions from the Board, there were none.  
108

109 **B. District Engineer**

110 Mr. Burford advised he spoke with a landscape architect regarding the monument  
111 sign for across from the main entrance; he advised it will be after the first of the  
112 year before the landscape architect will be able to get started on the project.  
113

114 Ms. Streeter inquired regarding repairs for curbs and sidewalks for parcel A. Mr.  
115 Burford advised he received an email from Ms. Bandon regarding sidewalk repairs  
116 on Avenida del Vera; he does not recall completing repairs on the sidewalks and  
117 believed that homeowners were responsible for maintenance for the sidewalks in  
118 front of their homes. Ms. Bandon asked how the sidewalks are appearing on the  
119 GIS. Mr. Burford advised they are in the right of way. Board discussion ensued.  
120 Board believes homeowners are responsible for cleaning, and District is  
121 responsible for repairs. The Board requested District Counsel clarify the ownership  
122 of sidewalks.  
123

124 Mr. Burford advised that he had updates on the notice of non-compliance received  
125 from the SFWMD. He advised the conservation areas needed additional attention,  
126 as signs are required to be placed every 100 feet designating the conservation  
127 areas. He advised that in parcel B a sign is required at every lot line. Mr. Burford  
128 advised SFWMD has provided an extension to the notice of non-compliance, and  
129 he is reviewing the quantity of signage needed. He advised that exotics need to be  
130 treated. Ms. Bandon advised the areas that need treatment are D, G, H, 25, and  
131 29. She advised that Mettauer Environmental has provided a proposal to treat the  
132 exotics for \$8,575.00. These areas were not added to the original mapping and will  
133 be added to the ongoing maintenance. Board discussion ensued. Mr. Backes and  
134 Mr. Burford responded to questions from the Board.  
135

136 Mr. Backes advised of a pine tree at the top of the berm on Dennisport Lane. The  
137 homeowner feels one of the limbs may do damage to her pool cage. Mr. Backes  
138 advised he has gone out to look at the tree and spoke to Mr. Burford about it. Mr.  
139 Backes advised the pine tree is not in the conservation area and is on the District

140 property. He advised the pine tree is stable, however the limb in question makes  
141 the tree look unstable. Board discussion ensued. The Board has decided to leave  
142 the tree as it is. The homeowner will be notified of the findings and advised to  
143 provide a survey showing the location of the tree if she disagrees.  
144

145 C. District Manager  
146 Ms. Blandon advised the next meeting of the Board of Supervisors' is scheduled  
147 to be held on Thursday, January 18, 2024, at 11:30 a.m.  
148

149 **SEVENTH ORDER OF BUSINESS** **Supervisor Requests and Audience**  
150 **Comments**

151  
152 Ms. Blandon opened the floor for Supervisor requests and comments.  
153

154 Ms. Gile advised that she is cancer free, and she thanked the Board for their  
155 patience with her having to call in. She wished everyone a happy holiday.  
156

157 **EIGHTH ORDER OF BUSINESS** **Adjournment**

158  
159 Ms. Blandon advised there is no further business to come before the Board and  
160 asked for a motion to adjourn.  
161

162 On a Motion by Mr. McGibbon, seconded by Ms. Gile, with all in favor, the Board Adjourned  
163 the meeting at 12:36 p.m., for the CFM Community Development District.

164  
165  
166  
167  
168  
169  
170

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

\_\_\_\_\_  
Chairman/Vice Chairman



# Tab 2

# CFM COMMUNITY DEVELOPMENT DISTRICT

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## **Operation and Maintenance Expenditures December 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$26,998.94**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advancetek Services, Inc.	100272	231020-SNP-01	Sign Manufacture & Installation 11/23	\$ 400.00
Florida Fountains & Equipment, LLC	100273	2023-695	Fountain Repair Service 10/23	\$ 647.00
Gannett Florida LocaliQ	EFT	0006064351 11/01/23	Legal Advertising 11/23	\$ 238.60
Johnson Engineering, Inc.	100268	20044888-001-191	General Engineering 11/23	\$ 2,205.00
Johnson Engineering, Inc.	100274	20044888-001-192	General Engineering 11/23	\$ 2,041.25
Johnson Engineering, Inc.	100268	20214225-002-13	Magnolia Landing Surface Water Quality Monitoring 11/23	\$ 50.00
Johnson Engineering, Inc.	100268	20236011-000-10	Magnolia Landing Water Use Permit Compliance Assistance 11/23	\$ 1,000.00
LCEC	100267	6571809552 11/23	Electric Summary 11/23	\$ 10,829.15
Magnolia Landing Master Association, Inc.	100275	MLM 11302023	Holiday Decoration Reimbursement 11/23	\$ 2,000.00
Mettauer Environmental Inc.	100269	3047	Remove and Install Stop Sign 11/23	\$ 687.03

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100266	INV0000085756	District Management Fees 12/23	\$ 4,451.91
Solitude Lake Management, LLC	100276	PSI031092	Lake & Pond Management Services 12/23	<u>\$ 2,449.00</u>
<b>Report Total</b>				<b><u>\$ 26,998.94</u></b>

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---

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## **Operation and Maintenance Expenditures January 2024 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$82,081.01**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	100278	BM122123	Board of Supervisors Meeting 12/21/23	\$ 200.00
Gannett Florida LocalIQ	100279	0006135535 12/21/23	Legal Advertising 12/23	\$ 255.50
Johnson Engineering, Inc.	100290	20044888-001 193	General Engineering 12/23	\$ 2,405.00
Johnson Engineering, Inc.	100290	20214225-002 14	Magnolia Landing Surface Water Quality Monitoring 12/23	\$ 87.50
Johnson Engineering, Inc.	100290	20236011-000 11	Magnolia Landing Water Use Permit Compliance Assistance 12/23	\$ 1,000.00
Kutak Rock, LLP	100284	3328020	Monthly Legal Services 11/23	\$ 3,248.00
LCEC	100287	6571809552 12/23	Electric Summary 12/23	\$ 11,063.39
Magnolia Landing Master Association, Inc.	100285	MLM 12162023	Monthly Landscaping 12/23	\$ 37,294.96
Mettauer Environmental Inc.	100286	3091	Conservation Area Maintenance 12/23	\$ 8,575.00
Mettauer Environmental Inc.	100291	3115	Quarterly Conservation Area Maintenance 01/24-03/24	\$ 10,250.75

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Paul Mayotte	100280	PM122123	Board of Supervisors Meeting 12/21/23	\$ 200.00
Rizzetta & Company, Inc.	100277	INV0000086477	District Management Fees 01/24	\$ 4,451.91
Rodney J Allen	100281	RA122123	Board of Supervisors Meeting 12/21/23	\$ 200.00
Solitude Lake Management, LLC	100292	PSI040513	Lake & Pond Management Services 01/24	\$ 2,449.00
Sue Streeter	100282	SS122123	Board of Supervisors Meeting 12/21/23	\$ 200.00
Terry Jo Gile	100283	TG122123	Board of Supervisors Meeting 12/21/23	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 82,081.01</u></b>

# Tab 3



CFM CDD  
Special Assessment Bonds, Series 2021  
Requisitions for Payment

<b>Requisition No.</b>	<b>Vendor</b>	<b>Amount</b>
49	Kutak Rock, LLP	\$3,472.00
50	Johnson Engineering, Inc.	\$2,962.50
51	Forestar USA Real Estate Group, Inc.	\$711,838.99
	Total	\$718,273.49

# Tab 4

**SERVICES CONTRACT**

CUSTOMER NAME: CFM CDD - Magnolia Landing

SUBMITTED TO: CFM CDD - Magnolia Landing - Attn: Belinda Blandon

CONTRACT EFFECTIVE DATE: April 1, 2024 through March 31, 2025

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

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

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

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$30,264.00**. SOLitude shall invoice Customer **\$2,522.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**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.



4. **PRICING.** The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. **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.
7. **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.
8. **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.
9. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
11. **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.
12. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

**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.



13. 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.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

**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.



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 - ANNUAL MANAGEMENT SERVICES**

### Visual Inspections:

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

### Aquatic Weed Control:

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

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Shoreline Weed Control:

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

Water Quality Monitoring:

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

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

Lake Algae Control:

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

Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

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

Customer Responsibilities:

1. Customer will be responsible for the following:

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- a. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
- b. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

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

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## Superior Training = Expert Care

Our field staff is highly experienced, with many having a degree (or two, or three!) in Aquatic Biology, Ecology, Fisheries Biology, Environmental Science, or another related field of study. They also receive the most rigorous certification training and continuing education program in the industry to ensure that your pond receives the best, most up-to-date care available anywhere. [For details, visit \[solitudelakemanagement.com/team\]\(http://solitudelakemanagement.com/team\).](http://solitudelakemanagement.com/team)



## Superior Technology = Innovative Treatment Methods

Our staff is equipped with the latest tools, products and equipment. We have developed countless proprietary treatments and continually participate in research trials to improve the environment as well as the solutions we provide our clients. [To find out more, visit \[solitudelakemanagement.com/services\]\(http://solitudelakemanagement.com/services\).](http://solitudelakemanagement.com/services)



## Superior Service = Unparalleled Customer Experience

Prompt, personal response to every service call. Problem-free onsite remediation, maintenance and repairs, with little wait time and no need for return services. We provide you with the services and strategies necessary to maintain your aquatic system at its best.

You want the best for your property.  
**You will get the best with SŌLitude.**  
Call 888.480.5253 today.

**SŌLITUDE**  
LAKE MANAGEMENT



# Tab 5

**THIRD AMENDMENT TO AGREEMENT FOR  
LANDSCAPE MAINTENANCE SERVICES**

**THIS AMENDMENT**, effective as of the 15th day of February 2024, by and between:

**CFM Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida, and with offices at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 (hereinafter the “District”) and

**Magnolia Landing Master Association, Inc.**, a Florida not-for-profit corporation, whose principal address is 2970 University Parkway, Sarasota, Florida 34243 (hereinafter the “Association”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners of Lee County, Florida, pursuant by Chapter 190, Florida Statutes, as amended and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District and the Association (the “Parties”) entered into a certain Agreement for Landscape Maintenance Services effective the 13<sup>th</sup> day of October 2011; an Amendment to Agreement for Landscape Maintenance Services effective March 1, 2016; and an Amendment to Agreement for Landscape Maintenance Services effective January 1, 2019 (collectively referred to herein as the “Agreement”); and

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

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

1. The above recitals are incorporated in and made part of this agreement as if here fully restated.
2. Exhibits A, B & C of the Agreement are replaced and superseded by Exhibits A, B & C attached hereto. Any reference in the Agreement to Exhibit A, Exhibit B or Exhibit C shall be to Exhibit A, Exhibit B or Exhibit C, respectively, as attached hereto and incorporated herein.
3. Section 5 of the Agreement is hereby superseded in its entirety by the following:

**SECTION 5. COMPENSATION.** The District shall pay the Association in the amounts and in accordance with the terms and conditions set forth in Exhibit “C”, attached hereto and incorporated herein by reference. Compensation shall be increased on October 1st of each calendar year, provided however that any increase in compensation shall be limited to the annual change in the Consumer Price Index, Southern Region, All Items (1982-1984=100) issued by the Bureau of Labor Statistics (based on the calendar month which is two months prior to the anniversary of the commencement date), or five percent (5%), whichever is greater.

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

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

**SECTION 6. TERM.** The term of this Agreement commences on the effective date hereof and continues through September 30, 2025. The term shall be automatically renewed for additional one (1) year periods thereafter, unless either party provides the other party at least thirty (30) days written notice of its intent not to renew or otherwise terminates this agreement as set forth herein.

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

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment on the day and year set forth below.

Attest:

CFM  
Community Development District

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

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Printed Name of Witness

Date: \_\_\_\_\_

Attest:

Magnolia Landing Master Association, Inc.

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

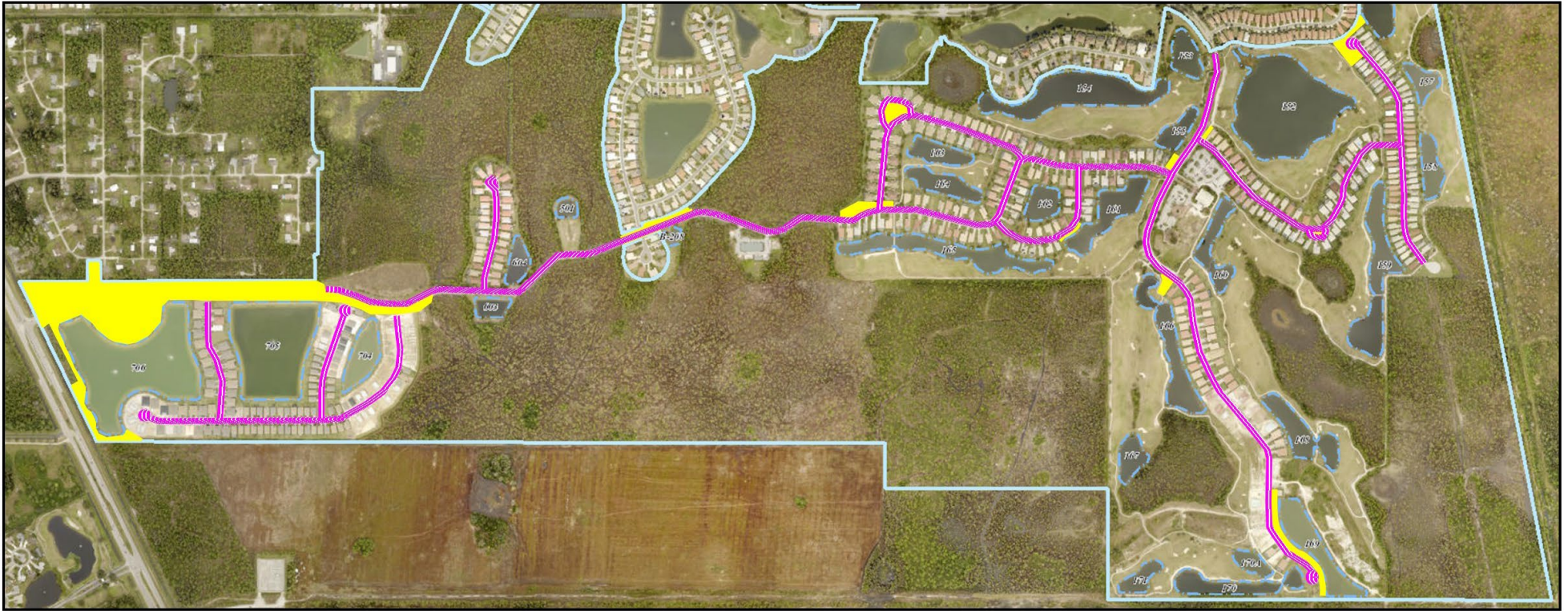
\_\_\_\_\_  
Printed Name of Witness

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## Magnolia Landing Lee County, Florida



Landscape Maintenance Area		
	Description	Acres
■	Common Grounds	20.07
---	Lake Banks	12.30
	ROW	8.87
	<b>Total</b>	<b>41.87</b>



## EXHIBIT B

### SCOPE OF WORK

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

## EXHIBIT B, CONTINUED

- **Palm Pruning.** Palm Trees shall be trimmed 1 time per year. Pygmy date palms shall receive pruning 3 times per year. Inflorescence (seedpods) and fruits shall be removed 2 times per year.
- **Fertilization.** The lawn turf treatments will consist of five blanket applications on non-Restricted turf and four applications on Ordinance Restricted turf. Palm, tree, and shrub fertilization will take place two times per year. In a County with an adopted fertilizer ordinance, the local ordinance shall prevail and serve as a guide to nutrient selection and timing. Premium products will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous landscape. Spot fertilizer will be provided, when necessary, at no charge to the Association. Contractor shall be responsible for any staining or damage caused to pavers, concrete walkways, or driveways.
- **Insect and Disease Control.** At each mowing, Contractor shall be responsible for inspecting for and treating insect or disease related problems, including but not limited to mole crickets, chinch bugs and grubs. Chemicals will only be used on an as-needed basis and only in the general area having the problem. This procedure helps protect beneficial insects and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either health or aesthetics.
- **Irrigation.** Monthly, contractor shall inspect the irrigation system with the following service specifications:
  - Activate sprinkler system to check all zones for broken or clogged heads, broken nozzles, leaks, and directional flow.
  - Adjust timing and amount of water for each zone according to the type of landscaping, number and type of irrigation heads, location, season, and Water Management District requirements.
  - Adjust, clean and clear around all sprinkler heads.
  - Monitor moisture levels in all irrigated and non-irrigated areas and report any problems that may be present during the visit.

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

### **Minor Irrigation Repairs**

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

### **Major Irrigation Repairs**

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



## EXHIBIT B, CONTINUED

### GENERAL TERMS

Magnolia Landing Golf, LLC. (MLG) will not be responsible for environmental cleanup work or repairs due to acts of God, including, but not limited to, underground wiring or line damage, strong winds, hurricanes, lightning, hail, vehicle damage, or vandals. MLG cannot be held responsible for insects, weeds, and diseases that are not prevalent or problematic in the area where work is to be performed at the time this contract commences. Additionally, MLG shall not be liable for any conditions or circumstances not caused by its own negligence, beyond reasonable control and without the fault of MLG; including but not limited to hoses or personal items left on turf or bed areas, downspouts that do not maintain at least a four-inch clearance of turf areas and unapproved lawn décor and lighting.

MLG shall not be responsible for excessive water or lack of water, when such action has been caused by others, outside of MLG's control including but not limited to government restrictions, changes in the watering schedule determined or made by the Association or additional watering by a Homeowner and drainage problems. The use of lawn maintenance equipment on saturated areas poses potential detrimental circumstances, including ruts or tire marks in the turf and probability of mud tracks on walkways and driveways. In our tropical Florida climate, these occurrences are somewhat inevitable. It is MLG's intention to minimize these occurrences.

Services are performed according to the schedule as defined within this Scope of Work. Requests for additional service will be a billable expense to the individual Homeowner or Association. MLG will not be held responsible for plant material that is planted in inappropriate locations or is inappropriate for this region of Florida or long-term horticultural decline when unscheduled work is performed at the request of the Homeowner or Association because of the health risks to the plants and/or trees.

**Landscape Warranty and Damage.** It shall be the responsibility of MLG to repair or replace any grass, shrubbery, or plants that are damaged due to lack of proper maintenance or negligence by MLG. The materials and labor shall be supplied at MLG's expense and completed within 30 working days. Any oil or chemical spillage on sidewalks, driveways or roadways caused by leaking from MLG vehicles will be the full responsibility of MLG to repair and/or clean up.

It is the desire of MLG to handle homeowners' requests and concerns as quickly and efficiently as possible. A designated representative serves as the liaison between homeowners and MLG. Under no circumstances shall homeowners give direction to MLG's employees on the job site.

#### **Turf, Palm, Shrub, Annuals and Groundcover Exclusions:**

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

## EXHIBIT C

### COMPENSATION

In consideration of providing quality and professional landscape services, the District agrees to pay the monthly rates defined below:

<b>Property Type</b>	<b>Compensation</b>
Common Grounds – CFM CDD	\$6,357.52
Common Grounds – CFM CDD (new for FY 2023-2024)	\$10,312.48
Total Monthly Compensation	\$16,670.00

#### Additional Service

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

<b>Supplemental Pricing Cost per Man Hour</b>	<b>Rate</b>
Additional labor with hand tools	\$ 40.00
Additional labor with small power equipment (eg., edger, blower, etc.)	\$ 50.00
Additional labor with light power equipment (e.g., mower)	\$ 65.00
Additional labor with heavy power equipment (e.g., bush hog)	\$ 90.00
Supervisor	\$ 50.00
General Irrigation Repairs	\$ 50.00
Irrigation Technician with one laborer	\$ 90.00
General Repair (e.g., pressure washing, painting)	\$ 40.00

# Tab 6



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** March 21, 2024
- **FY 2022-2023 Audit Completion Deadline:** June 2024
- **Next Election (Seats 1,2 & 5):** November 5, 2024

**District  
Manager's  
Report**

February 8

**2024**

C  
F  
M  
  
C  
D  
D

<u>FINANCIAL SUMMARY</u>	<u>12/31/2023</u>
General Fund Cash & Investment Balance	\$1,277,299
Debt Service Fund Investment Balance	\$1,219,129
Capital Projects Fund Investment Balance	\$306
<b>Total Cash and Investment Balances</b>	<b>\$2,496,734</b>
<b>General Fund Expense Variance:</b>	<b>\$32,508 Under Budget</b>



Rizzetta & Company

FEMA – As per Board direction the appeal was filed on January 9, 2024. The Florida Division of Emergency Management acknowledge receipt and upload of the appeal.

Mettauer Treatment of Areas D, G,H, 25, and 29 – The work as completed and all areas were treated.