



Rizzetta & Company

# **CFM Community Development District**

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## **Board of Supervisors' Meeting**

### **April 18, 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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April 11, 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, April 18<sup>th</sup>, 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 February 15, 2024..... Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for the Month of February 2024 ..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Ratification of the Mettauer Environmental Proposal for Signage Installation..... Tab 3
  - B. Discussion and Consideration of Johnson Engineering, Inc Hourly Rate Modification ..... Tab 4
  - C. Consideration of Johnson Engineering Contract for Water Use Permit Compliance Monitoring ..... Tab 5
  - D. Discussion regarding Traffic Light
  - E. Consideration of Landscaping RFP Preparation Proposal (under separate cover)
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager ..... Tab 6
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. PUBLIC COMMENT**
- 8. ADJOURNMENT**

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

Very truly yours,

*Belinda Blandon*

Belinda Blandon  
District Manager

cc: Tucker Mackie, Kutak Rock, LLP

# Tab 1

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**CFM COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the CFM Community Development District was held on **Thursday, February 15, 2024, at 11:32 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Present and constituting a quorum:

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 opened the floor to audience members attending. None of the audience members had comments.

**THIRD ORDER OF BUSINESS** **Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
December 21, 2023**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on December 21, 2023. She asked if there were any questions related to the minutes. There were none.

47 On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board Approved  
48 the Minutes of the Board of Supervisors' Meeting held on December 21, 2023, for the CFM  
49 Community Development District.

50  
51 **FOURTH ORDER OF BUSINESS** **Ratification of the Operations and**  
52 **Maintenance Expenditures for the**  
53 **Months of December 2023 and**  
54 **January 2024**  
55

56 Ms. Blandon advised that operations and maintenance expenditures for the period  
57 of December 1-31, 2023, totaling \$26,998.94 and January 1-31 totaling \$82,081.01. She  
58 asked if there were any questions. There were none.  
59

60 On a Motion by Mr. McGibbon, seconded by Ms. Streeter, with all in favor, the Board  
61 Ratified the Operations and Maintenance Expenditures for the Months of December 2023,  
62 (\$26,998.94) and January 2024 (\$82,081.01), for the CFM Community Development  
63 District.

64  
65 **FIFTH ORDER OF BUSINESS** **Ratification of Special Assessment**  
66 **Bonds, Series 2021, Requisitions 49,**  
67 **50, and 51**  
68

69 Ms. Blandon discussed requisitions 49, 50, and 51 totaling \$718,273.49 and  
70 asked if there were any questions. There were none.  
71

72 On a Motion Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board Ratified  
73 Payment of Special Assessment Bonds, Series 2021 Requisitions 50, 51, and 52, totaling  
74 \$718,273.49, for the CFM Community Development District.

75  
76 **SIXTH ORDER OF BUSINESS** **Update regarding FEMA appeal**  
77 **process**  
78

79 Ms. Blandon advised that Ms. Mackie has completed the FEMA appeal process, it  
80 has been filed and the state has confirmed it has been received. She has advised there  
81 are no other updates.  
82

83 **SEVENTH ORDER OF BUSINESS** **Consideration of Solitude Lake**  
84 **Management Addendum**  
85

86 Ms. Blandon provided an overview of the Solitude Lake Addendum Management  
87 Addendum. She advised that the Addendum includes a 2.89% increase in their services,  
88 which would be a \$73 increase per month. Ms. Streeter inquired if Solitude Lake  
89 Management maintains the aerators. Board Discussion ensued regarding the aerators  
90 noise.

91

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

95

96 **EIGHTH ORDER OF BUSINESS**

**Consideration of Landscaping  
Agreement Addendum**

97

98

99 Ms. Bandon provided an overview of the Landscaping Agreement Addendum.  
100 She advised during budget season; the District increased the budget substantially and  
101 reviewed all of the areas that were being added for the landscaping agreement. Ms.  
102 Bandon stated that she has been exchanging correspondence with District Counsel  
103 regarding this. She stated there is a section of Crosswater the Landscaping company is  
104 not currently maintaining, this is approximately 10% they expect to have onboard within  
105 a couple of months. She advised once the District takes over the new section, the District  
106 will be over the threshold of \$195,000.00 and need to complete a formal RFP process.  
107 She stated District Counsel would prepare the legal language and the District Engineer  
108 would need to provide a scope of work for landscaping areas to be maintained by the  
109 District. Ms. Bandon spoke to the Board regarding the Landscaping inspection services  
110 provided by Rizzetta and what those services provide. She responded to questions from  
111 the Board. Ms. Bandon advised the landscaping is for the District areas only. Ms.  
112 Bandon advised that she would have Mr. Burford update the map for landscaping to be  
113 exhibited to the scope of work.

114

115 Ms. Mackie clarified as the District has never exceeded the threshold that would  
116 require the District to follow the competitive procurement requirements with respect to  
117 landscape maintenance. She advised this is a process that happens every four years.  
118 She suggested that until the end of the Fiscal year, as the areas come online the District  
119 can obtain the pricing and do a change order at that point.

120

121 The Board approved the addendum for landscaping and directed staff to move  
122 forward with the RFP process for landscaping so the landscaping services can start for  
123 October 2024.

124

125 On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board Approved  
126 the Magnolia Landing Master Association, Inc., Subject to the Monthly Total Clarification  
127 with Areas Currently Being Maintained, for the CFM Community Development District.

128

129 **NINTH ORDER OF BUSINESS**

**Staff Reports**

130

131 A. District Counsel

132 Ms. Mackie advised that she would answer any questions from the Board  
133 regarding the form 1 and ethics training requirements. She stated that it is a four-  
134 hour course. Ms. Streeter inquired information regarding reregistering for the

135 Board. Ms. Gile requested information regarding the next election and information  
136 regarding ethics training if she did not continue on the Board after 2024. She  
137 inquired regarding the holdover placement if no one applied for seat 5. Ms. Mackie  
138 responded to Ms. Streeter's and Ms. Gile's questions. Ms. Gile notified Ms.  
139 Blandon that she is not receiving District emails. Ms. Blandon advised that she  
140 would have her administrative assistant reach out to her regarding a service ticket  
141 for the email.

142  
143 B. District Engineer  
144 Mr. Burford advised he spoke with the landscape architect and stated that he is  
145 working on the scope of work for the monument sign. He stated he has requested  
146 the new sign mimic the existing sign however it will be scaled down. He stated he  
147 will provide the information to Ms. Blandon to be added for consideration for the  
148 next meeting. Mr. Burford notified the Board that he confirmed the firebush  
149 plantings on Plumwood can be installed at the top of the berm. He advised  
150 Mettauer will provide an estimate for the plantings. He stated the wall at  
151 Crosswater needed to be evaluated to confirm the work is completed. He stated  
152 the District has requested an extension for the notice of non-compliance from  
153 SFWMD for the signs, with no response from SFWMD. Mr. Burford stated Mettauer  
154 will provide an estimate for forty signs. The Board inquired when the fountain in  
155 the lake backing to homes on the north side of Crosswater would be turned on. Mr.  
156 Burford stated he was unsure; however, he would find out. The Board inquired as  
157 to when the Plumwood area would be turned over to the District and to obtain a  
158 timeframe for the final lift. Mr. Burford advised that he would obtain the timeframe  
159 for the final lift from Forestar.

160  
161 C. District Manager  
162 Ms. Blandon advised the next meeting of the Board of Supervisors' is scheduled  
163 to be held on Thursday, March 21, 2024, at 11:30 a.m.

164  
165 She stated that a resident has reached out to her regarding a fountain and advised  
166 the Board this resident may send an email to the Board.

167  
168 Ms. Blandon advised she received an email from Forestar regarding the  
169 streetlight's poles in the new section installed with no lights on top, the lights are  
170 on backorder, and they do not know when those lights are going to be installed.  
171 She advised the Board would likely continue to be approached by residents.

172  
173 **TENTH ORDER OF BUSINESS** **Supervisor Requests and Audience**  
174 **Comments**

175  
176 Ms. Blandon opened the floor for Supervisor requests and comments. There were  
177 no requests or comments.

178  
179 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

180  
181 Ms. Blandon advised there is no further business to come before the Board and



182 asked for a motion to adjourn.

183

184 On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board  
185 Adjourned the meeting at 12:09 p.m., for the CFM Community Development District.

186

187

188

189

190

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

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

191

192

DRAFT

# Tab 2

# CFM COMMUNITY DEVELOPMENT DISTRICT

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

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

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$ 65,499.31**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	100301	BM021524	Board of Supervisors Meeting 02/15/24	\$ 200.00
Gannett Florida LocalIQ	100296	0006199439 01/08/24	Legal Advertising 01/24	\$ 235.22
Johnson Engineering, Inc.	100294	20214225-002 15	Magnolia Landing Surface Water Quality Monitoring 01/24	\$ 175.00
Johnson Engineering, Inc.	100297	20236011-000 12	Magnolia Landing Water Use Permit Compliance Assistance 01/24	\$ 1,000.00
Johnson Engineering, Inc.	100300	20044888-001 194	General Engineering 01/24	\$ 4,747.50
Kutak Rock, LLP	100295	3311531	Monthly Legal Services 10/23	\$ 1,884.00
Kutak Rock, LLP	100295	3340891	Monthly Legal Services 12/23	\$ 1,610.00
LCEC	100298	6571809552	Electric Summary 01/24	\$ 14,246.68
Lee County Comm Dev/Public Works Center	100299	2414	Annual Regulatory Program & Surveillance Fee 2024	\$ 560.00
Magnolia Landing Master Association, Inc.	100302	MLM 01012024	Monthly Landscaping 01/24	\$ 16,670.00
Magnolia Landing Master Association, Inc.	100306	MLM 02012024	Monthly Landscaping 02/24	\$ 16,670.00
Rizzetta & Company, Inc.	100293	INV0000087094	District Management Fees 02/24	\$ 4,451.91

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rodney J Allen	100303	RA021524	Board of Supervisors Meeting 02/15/24	\$ 200.00
Solitude Lake Management, LLC	100307	PSI046007	Lake & Pond Management Services 02/24	\$ 2,449.00
Sue Streeter	100304	SS021524	Board of Supervisors Meeting 02/15/24	\$ 200.00
Terry Jo Gile	100305	TG021524	Board of Supervisors Meeting 02/15/24	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 65,499.31</u></b>

# Tab 3



19741 North River Rd., Alva, FL 33920 · (239) 728-1814 · www.ME-fl.com  
Certified General Contractor CGC1523027 · Commercial RUP Applicators: Natural Areas, Aquatic Areas, Right of Way

**Contract**

<input type="checkbox"/> Vegetation Natural Areas	<input type="checkbox"/> Storm Water Inspection	<input type="checkbox"/> Erosion Repair
<input type="checkbox"/> Vegetation Aquatic / Lakes	<input type="checkbox"/> Storm Water Desilting	<input type="checkbox"/> Planting
<input type="checkbox"/> Fountains	<input type="checkbox"/> Storm Water Repair / Modification	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Aeration	<input type="checkbox"/> Storm Water Maintenance	<input type="checkbox"/> Other

February 13, 2024

CFM CDD  
C/O Belinda Blandon  
Rizzetta & Company, Inc  
9530 Marketplace Rd, Suite 206  
Fort Myers, FL 33912

786-487-8400 cell

**Install Conservation Area Signage**

Mettauer Environmental, Inc will supply and install 40 conservation area signs along the easement in the required areas. Sign quantity was provided by Johnson Engineering.

Cost per Sign: \$ 220.00  
Total: \$ 8,800.00

**Schedule:** To be determined.

Acceptance Signature of Contract

\_\_\_\_\_  
Authorized Agent  
CFM CDD

\_\_\_\_\_  
Date

# Tab 4





March 11, 2024

Ms. Belinda Blandon  
Senior District Manager  
CFM CDD  
c/o Rizzetta & Company, Inc.  
9530 Marketplace Road, Suite 206  
Fort Myers, FL 33912

Delivered via [BBlandon@rizzetta.com](mailto:BBlandon@rizzetta.com)

Re: Johnson Engineering, Inc. - New Rate Schedule

Dear Ms. Blandon and Board of Supervisors:

Like many firms, we try to absorb increased expenses on a yearly basis. However, rising labor, health care, home and fuel costs have exceeded everyone's expectations, especially here in Southwest Florida. Revising our rates has also become necessary for us to retain and attract employees with the level of professional expertise that you have come to expect from us.

Attached is our new rate schedule that went into effect on September 6, 2023. Our master contract allows us to take a fee modification before the Board once a year. We believe our new rates continue to remain competitive with that of other top-tier consulting firms. We would appreciate it if this could be addressed at the Board Meeting on April 18, 2024, for implementation upon Board approval.

After 77 years, our firm's focus remains the same and that is your satisfaction. The community is important to us and if there is anything we can do better to help you, please let us know.

Very truly yours,  
JOHNSON ENGINEERING, INC.

Erik L. Howard, P.E., P.S.M.  
For the Firm

Attachment  
20044888-001



## PROFESSIONAL SERVICES HOURLY RATE SCHEDULE September 6, 2023

### **Professional**

9	\$330
8	\$270
7	\$248
6	\$220
5	\$193
4	\$176
3	\$165
2	\$138
1	\$127

### **Technician**

6	\$182
5	\$154
4	\$132
3	\$110
2	\$88
1	\$77

### **Administrative**

3	\$105
2	\$94
1	\$77

### **Field Crew**

4-Person	\$270
3-Person	\$231
2-Person	\$182

### **Field Equipment**

*Field Equipment on Separate Schedule*

**Expert Witness** \$440

**Reimbursable Expenses  
and Sub-Consultants** Cost + 10%

### **Construction Engineering and Inspection (CEI Services)**

CEI Services Manager	\$204
CEI Senior Project Administrator	\$182
CEI Project Administrator	\$165
Contract Support Specialist	\$138
Senior Inspector	\$127
CEI Inspector III	\$116
CEI Inspector II	\$105
CEI Inspector I	\$94
Compliance Specialist	\$105
CEI Inspector's Aide	\$77

# Tab 5



DATE: February 12, 2024

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
JOHNSON ENGINEERING, INC. AND
(CONSULTANT)

CFM
COMMUNITY DEVELOPMENT DISTRICT
(CDD)
(OWNER)

PROJECT NAME: Magnolia Landing WUP Compliance Assistance Services 2024

Section: 2-4, 10-11 Township: 43 South Range: 24 East County: Lee
Latitude: 26.759094 Longitude: -81.89717 Comments:

CONSULTANT CONTACT INFORMATION

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

OWNER CONTACT INFORMATION

Bill to the attention of: CFM CDD
c/o Rizetta & Company, Inc.
Billing Address: 9530 Marketplace Road, Suite 206
City/State/Zip: Fort Myers, Florida 33912
Phone: (239) 936-0913 Ext. 0303
Cell: n/a
Email: BBlandon@rizzetta.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

CONSULTANT will provide the following services to assist OWNER with South Florida Water Management District (SFWMD) Water Use Permit (WUP) compliance items.

Task 1: Magnolia Landing Chloride Sampling

CONSULTANT will conduct monthly sampling of active irrigation recharge wells, monitoring wells MW-1 and MW-2, and surface water pumps SWP-4 and SWP-5, as directed by South Florida Water Management District (SFWMD) water use permit (WUP) 36-05392-W, for a period of 12 months from January – December 2024. The sampling locations are shown on the attached map, titled Figure 1. Sampling will be conducted in accordance with Special Permit Condition No. 21 of the above-mentioned permit. CONSULTANT shall analyze samples for chloride concentration in milligrams per liter (mg/L) and report the results to the SFWMD on a quarterly basis as required. Scope of services assumes accessibility to the site will be provided for field personnel and equipment and condition of the site will be suitable for collection of samples.

Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting

CONSULTANT will conduct monthly recording of flow totalizer readings from digital displays at SWP-4 (Golf Course and HOA) and from flowmeters at SWP-5 new SWP, and boot pond SWP for a period of 12 months from January – December 2024. The monitoring locations are shown on the attached map, titled Figure 1. CONSULTANT will calculate the monthly pumpage for each facility and compare to allocations specified in SFWMD WUP 36-05392-W issued to Magnolia Landing. CONSULTANT will also submit quarterly reports of the monthly pumpage for facility groups SWP-4 and SWP-5 to SFWMD as required by Special Condition No. 12 of WUP 36-05392-W.

<b>FEE &amp; TYPE:</b>	Task 1: Magnolia Landing Chloride Sampling*	Lump Sum Fixed Fee:	\$9,000	LS
	Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting**	Lump Sum Fixed Fee:	\$4,200	LS
<b>TOTAL FEES:</b>			<b>13,200</b>	<b>LS</b>

**NOTE:**

\* Task 1: Magnolia Landing Chloride Sampling will be billed at \$750 per month for 12 months.

\*\*Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting will be billed at \$350 per month for 12 months.

**OWNER AUTHORIZATION:** I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 3 of this Agreement.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name & Title:

## STANDARD BUSINESS TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

### Responsible Party:

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

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

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

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

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

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

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

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

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

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

**Consultant's Limited Liability:** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$13,200.



FIGURE 1

Magnolia Landing Water Use Permit Monitoring Location Map





# Tab 6





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**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** May 16, 2024
- **FY 2022-2023 Audit Completion Deadline:** June 2024
- **Next Election (Seats 1,2 & 5):** November 5, 2024

**District  
Manager's  
Report**

April 11

**2024**

C  
F  
M  
  
C  
D  
D

**FINANCIAL SUMMARY**

**2/29/2024**

General Fund Cash & Investment Balance	\$1,172,010
Debt Service Fund Investment Balance	\$1,450,279
Capital Projects Fund Investment Balance	\$308
<b>Total Cash and Investment Balances</b>	<b>\$2,622,597</b>
<b>General Fund Expense Variance:</b>	<b>\$73,305 Under Budget</b>



Rizzetta & Company

Conservation Area Signage – As requested by the SFWMD the signage required was installed by Mettauer Environmental.

Concrete Wall Repairs – The repairs were completed but there is a section pending. Clearing of vegetation needs to be done before the work is completed.

LCEC Lights – We have been receiving complaints of the pending streetlights in areas where the posts were installed but the acorns are missing. Forestar has informed us that the lights are on backorder and LCEC's is trying to source them, but they don't expect to have them until August.