



Rizzetta & Company

CFM Community Development District

**Board of Supervisors' Meeting
November 21, 2024**

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

www.cfmccd.org

**CFM
COMMUNITY DEVELOPMENT DISTRICT**

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

www.cfmccd.org

Board of Supervisors	Paul Mayotte Sue Streeter Brian McGibbon Rodney Allen Todd Gile	Board Supervisor Board Supervisor Assistant Secretary Assistant Secretary Board Supervisor
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Kutak Rock, LLP
District Engineer	Mark Zordan	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.

CFM COMMUNITY DEVELOPMENT DISTRICT

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November 13, 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, November 21, 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 September 19, 2024..... Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for August and September 2024 Tab 2
- 4. BUSINESS ITEMS**
 - A. FEMA Appeal Update
 - B. Consideration of Resolution 2025-01, Redesignating Officers of the District Tab 3
 - C. Consideration of Kutak Rock Retention and Fee Agreement Effective January 1, 2025 Tab 4
 - D. Consideration of Outside Productions Proposal - South Side Monument Sign Tab 5
 - E. Consideration of Johnson Engineering Proposal - 2024 Additional Online Map Layers..... Tab 6
 - F. Consideration of Paramount Asphalt Agreement for Continuing Roadway/Hardscape Repair Services Tab 7
- 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, September 19, 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:

Paul Mayotte	Board Supervisor, Chairman
Sue Streeter	Board Supervisor, Vice Chairman
Rodney Allen	Board Supervisor, Assistant Secretary (via Teams)
Terry Jo Gile	Board Supervisor, Assistant Secretary
Brian McGibbon	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Kutak Rock, LLP (via Teams)
Mark Zordan	District Engineer, Johnson Engineering
John Toborg	Landscape Inspection Services
Audience	

FIRST ORDER OF BUSINESS **Call to Order**

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

SECOND ORDER OF BUSINESS **Public Comment**

Ms. Blandon advised that she now would open the floor for public comment. She reminded attendees to limit public comments to three minutes per person.

Mr. Pate expressed concerns about the amount of fencing down on the golf course. He also expressed concerns about drainage issues in the Crosswater Drive area.

Mr. and Mrs. Frame introduced themselves for public comment. Mr. Frame addressed the Board regarding there being no street sign at the end of Pigeon Plum Way and Magnolia Landing Lane. He also expressed concerns regarding pond maintenance and made note of pond growth, particularly behind Pigeon Plum.

48 There were no additional public comments.

49

50 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the
Board of Supervisors' Meeting held
on August 15, 2024**

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54 Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on
55 August 15, 2024, and asked if there were any questions, comments, or changes to the
56 minutes. It was noted that "Obigan" should be revised to "Obegon" on line 320. There
57 were no additional changes.

58

59 On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board
60 approved the Minutes of the Board of Supervisors' Meeting held on August 15, 2024, with
61 one change as noted on the record, for the CFM Community Development District.

62

63 **FOURTH ORDER OF BUSINESS**

**Ratification of the Operations and
Maintenance Expenditures for the
Month of July 2024**

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65

66

67 Ms. Blandon advised that operations and maintenance expenditures for the period
68 of July 1-31 totaled \$32,267.10. She asked if there were any questions. Ms. Blandon
69 responded to questions from the Board.

70

71 On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board Ratified
72 the Operations and Maintenance Expenditures for the Month of July 2024, totaling
73 \$32,267.10, for the CFM Community Development District.

74

75 **FIFTH ORDER OF BUSINESS**

**Consideration of Proposal from
Outside Productions for Entry
Monument Sign**

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79 Ms. Blandon addressed the Board about the proposal from Outside Productions
80 for an entry monument sign which was tabled at the prior meeting pending additional
81 review and information.

82

83 Board discussion ensued about the cost of the project and debating the overall
84 need. The Board discussed possible alternatives to the monument, such as an aluminum
85 sign. The Board debated the necessity for signage on both sides of the road and whether
86 the state could add a sign if the area is state property. Ms. Streeter also suggested
87 bringing electrical to the area to illuminate the palm trees as opposed to a monument.

88

89 After discussion, the Board decided not to approve the proposal. The Board
90 requested Mr. Zordan to explore smaller alternatives and Ms. Blandon to explore if
91 electrical can be ran to the palms.

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SIXTH ORDER OF BUSINESS

Review of Sample Landscape and Irrigation Maintenance RFP and Discussion Regarding Landscape and Irrigation Maintenance RFP for CFM CDD

Mr. Toborg reviewed the manual with the Board in detail. Mr. Toborg also provided the Board with guidance as to the schedule of the process and requested that a date be selected for evaluating the bids to create a baseline for the schedule. He further informed that a mandatory pre-bid meeting would also be required as part of the process. Mr. Toborg answered Board questions as they were raised.

Board discussion ensued regarding possible dates for bid evaluation. January 16, 2025, was selected as the date for the meeting. Mr. Toborg inquired as to whether the Board would like hard copies of the bids for the meeting and the Board confirmed that they would.

Mr. Toborg gave a detailed overview of the evaluation criteria for the RFP and asked the Board if they would like to make any changes. Extensive Board discussion ensued, and potential changes were discussed. Mr. Toborg adjusted the evaluation criteria as requested by the Board.

On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board authorized District Staff to prepare the project manual and advertise the RFP with a review by the Board at its regular January 16, 2025 meeting and specific approval of the evaluation criteria as adjusted during the meeting, for the CFM Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Solitude Lake Management Proposals

Ms. Blandon discussed the proposals for the eight lakes that have not yet been acquired by the District with the Board. She advised that the CDD has not yet acquired the lakes but decided to place the item on the agenda for discussion due to the current unsatisfactory state of the lakes. Ms. Blandon and the Board discussed the lakes and the complaints being received about their condition. Ms. Blandon sought guidance from Ms. Mackie on how to proceed with the issue. Ms. Mackie directed Mr. Zordan to send a letter to Forestar outlining the issues with the lakes so that they can be addressed prior to acquisition.

EIGHTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2024/2025
EGIS Insurance Renewal**

Ms. Blandon reviewed Egis' insurance renewal proposal with the Board. After brief discussion, the Board approved the proposal as presented.

On a Motion by Mr. McGibbon, seconded by Ms. Streeter, with all in favor, the Board approved the fiscal year 2024/2025 EGIS insurance renewal, for the CFM Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Proposal from
Magnolia Landing Golf for Annual
Ground Cover**

Ms. Blandon discussed the proposal presented by Magnolia Landing Golf for annual ground cover with the Board. After discussion, the Board approved the proposal as presented.

On a Motion by Ms. Gile, seconded by Mr. McGibbon, with all in favor, the Board approved the proposal from Magnolia Landing Golf for annual ground cover in the amount of \$28,203.25, for the CFM Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Mackie informed the Board that she did not have a report at this time, but she was available to answer any questions. There were none.

B. District Engineer

Mr. Zordan discussed the preserve signage issue with the Board and informed them that he recently spoke to Mr. Backes about the same. Ms. Blandon advised that she requested pricing from Mr. Backes for the signage to bill Forestar since they have not remedied the issue. Ms. Blandon stated that she would follow up with Mr. Backes on pricing. Mr. Zordan informed the Board that Mr. Backes would be sending a crew out the following week to take care of the vines. Ms. Streeter advised that some of the signs in the front preserve areas have been either knocked down or taken over by vines and shrubbery.

Mr. Zordan then informed the Board that Lykins Signs will be installing traffic signs the following Wednesday. Brief discussed ensued about some issues with the vendor's responsiveness and Ms. Streeter informed Mr. Zordan that the stop signs at the pickle ball courts still need proper poles. Mr. Zordan stated that he planned to have a conversation with the owner of Lykins and would mention the poles, as well as the sign Mr. and Mrs. Frame mentioned during their public comment.

180 Mr. Zordan shared additional updates with the Board, informing them that NPDES
181 annual report is completed and pending Chairman signature. He mentioned that
182 DR Horton has a vendor that would be able to repair the piece of damaged valley
183 gutter adjacent to the sidewalk at 2801 Castle Pines Court. Mr. Zordan and Ms.
184 Blandon agreed that he should get a proposal from the vendor for repair.

185
186 Regarding the lighting issue on Camino Torcido, Mr. Zordan informed the Board
187 that LCEC needs to rotate the wrong-facing light 180 degrees. Ms. Blandon
188 advised that she would open a ticket with LCEC.

189
190 Mr. Zordan spoke on the irrigation wells and stated that the well driller was
191 originally scheduled for the end of August, but there is an issue with LCEC. A
192 transformer is needed and Forestar has agreed to pay the invoice to help expedite
193 the installation of the transformer, which should be done within a month. After the
194 transformer is installed, the well driller can come out.

195
196 Regarding the lake aerators, Mr. Zordan informed the Board that he spoke with a
197 Forestar representative. He was advised that fountain meters have been installed,
198 but there is no power. Mr. Zordan shared that Forestar has been going back-and-
199 forth with LCEC on the issue.

200
201 Mr. Zordan furnished a copy of the Lake Bank Assessment Report with
202 recommendations to the Board. He advised that the report was newly finished and
203 will be reviewed in upcoming meetings and that discussion about the project will
204 be needed.

205
206 Mr. Zordan provided the Board with an update on the Camino flooding. He advised
207 that Johnson Engineering has found a deficiency in the system and are currently
208 working on a design.

209
210 C. District Manager

211 Ms. Blandon informed the Board the next Board of Supervisors' meeting is
212 scheduled for Thursday, October 17, 2024, at 11:30 am. It was agreed to keep the
213 meeting on the calendar.

214
215 Ms. Blandon discussed Lake #704. She informed the Board that Solitude reviewed
216 the lake and found that there was a substantial amount of torpedo grass which was
217 sprayed and treated, but no overgrown littorals. The Board requested Ms. Blandon
218 to obtain pricing for trimming back the Spike Rush.

219
220 Ms. Streeter requested that Pond #159 be checked because the resident has
221 voiced concerns over the scum accumulating at the end of the lake. Ms. Blandon
222 advised that she would have Solitude review the area.

223
224 Replacement of the annuals at the entrance was discussed. Ms. Blandon advised
225 that response from the vendor was severely delayed and that the replacements
226 have already been approved. Brief Board discussion ensued. Ms. Blandon also

227 discussed trimming the sabals at the entry with the Board and they agreed for it to
228 be done prior to Halloween.

229
230 **ELEVENTH ORDER OF BUSINESS** **Supervisor Requests and Audience**
231 **Comments**

232
233 Ms. Blandon asked if there were any supervisor requests or comments. There
234 were none. She then opened the floor for audience comments.

235
236 A resident inquired as to the number of units expected at the time out buildout.

237
238 Another resident expressed concerns over the effectiveness of covenants without
239 enforcement power. Ms. Streeter advised that this would change once the HOA turned
240 over to a resident board.

241
242 There were no additional audience comments.

243
244 **TWELFTH ORDER OF BUSINESS** **Adjournment**

245
246 Ms. Blandon advised there is no further business to come before the Board and
247 asked for a motion to adjourn.

248
249 On a Motion by Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board Adjourned
250 the meeting at 1:21 p.m., for the CFM Community Development District.

251
252
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254
255 _____
256 Secretary/Assistant Secretary Chairman/Vice Chairman
257

Tab 2

CFM COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures August 2024 For Board Approval

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

The total items being presented: **\$ 91,125.40**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADA Site Compliance, LLC	100376	INV-11350	ADA Website Maintenance 08/24	\$1,299.00
Florida Fountains & Equipment, LLC	100373	2024-280	Fountain Repair # 3 07/24	\$204.00
Florida Fountains & Equipment, LLC	100373	2024-281	Fountains Repair - # 2 and #3 07/24	\$437.50
Florida Fountains & Equipment, LLC	100373	2024-283	Fountains Repair- #4, #15 & 16, # 3 and & #5 and # 6 07/24	\$499.00
Florida Fountains & Equipment, LLC	100373	F2024-455	Fountain Repair - # 4 07/24	\$2,174.00
Florida Fountains & Equipment, LLC	100373	F2024-517	Fountain Repair 07/24	\$701.49
Gannett Florida LocalIQ	20240814-2	6582994	Legal Advertising 07/24	\$1,374.90
Johnson Engineering, Inc.	100374	199	General Engineering 06/24	\$10,802.00
Johnson Engineering, Inc.	100374	1	Lake Bank Assessment 06/24	\$10,025.80
Johnson Engineering, Inc.	100374	19	Magnolia Landing Surface Water Quality Monitoring 07/24	\$700.00
Johnson Engineering, Inc.	100374	4	Magnolia Landing WUP Compliance 2024 07/24	\$1,100.00
Johnson Engineering, Inc.	100377	200	General Engineering 07/24	\$8,752.90
Johnson Engineering, Inc.	100377	2	Lake Bank Assessment General Engineering 07/24	\$5,060.50

CFM Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100375	3425237	Legal Services 06/24	\$1,725.33
LCEC	20240814-1	6571809552 7/24	Electric Summary 07/24	\$13,375.07
Magnolia Landing Master Association, Inc.	100380	MLM 07012024	Monthly Landscaping 07/24	\$16,670.00
Mettauer Environmental Inc.	100378	3324	Vine Trimming 08/24	\$9,250.00
Rizzetta & Company, Inc.	100372	INV0000092381	District Management Fees 08/24	\$4,451.91
Solitude Lake Management, LLC	100379	PSI099781	Monthly Lake & Pond Management Services 08/24	<u>\$2,522.00</u>
Report Total				<u>\$ 91,125.40</u>

CFM COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures September 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2024 through September 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **82,498.12**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2024 Through September 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	100389	BM081524	BOS Meeting 08/15/24	\$ 200.00
Brian McGibbon	100395	BM091924	BOS Meeting 09/19/24	\$ 200.00
Egis Insurance Advisors, LLC	100396	24811	Policy #100124606 10/1/24-10/1/25	\$ 12,132.00
Florida Fountains & Equipment, LLC	100383	F2024-585	Fountain Repair # 6 08/24	\$ 844.00
Gannett Florida LocaliQ	100388	6644718	Legal Advertising 08/24	\$ 965.33
Johnson Engineering, Inc.	100384	20214225-002 20	Magnolia Landing Surface Water Quality Monitoring 08/24	\$ 765.50
Johnson Engineering, Inc.	100384	20236011-001 5	Magnolia Landing WUP Compliance 2024 08/24	\$ 1,100.00
Johnson Engineering, Inc.	100401	20044888-001 201	General Engineering 08/24	\$ 14,060.80
Johnson Engineering, Inc.	100401	20044888-020 3	Lake Bank Assessment General Engineering 08/24	\$ 594.00
Kutak Rock, LLP	100385	3439542	Legal Services 08/24	\$ 1,017.00
LCEC	100382	6571809552 1/3	Electric Summary 08/24	\$ 14,164.40
Lee County Tax Collector	100394	DB Tax 08-2024	Distribution Adjustment FY23-24	\$ 35.43
Magnolia Landing Master Association, Inc.	100386	MLM 08012024	Monthly Landscaping 08/24	\$ 16,670.00

CFM Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2024 Through September 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Mettauer Environmental Inc.	100387	3355	Quarterly Conservation Area Maintenance 08/24	\$ 10,250.75
Mettauer Environmental Inc.	100387	3364	Concrete Wall Debris Removal 08/24	\$ 925.00
Paul Mayotte	100390	PM081524	BOS Meeting 08/15/24	\$ 200.00
Paul Mayotte	100397	PM091924	BOS Meeting 09/19/24	\$ 200.00
Rizzetta & Company, Inc.	100381	INV0000093058	District Management Fees 09/24	\$ 4,451.91
Rodney J Allen	100391	RA081524	BOS Meeting 08/15/24	\$ 200.00
Rodney J Allen	100398	RA091924	BOS Meeting 09/19/24	\$ 200.00
Solitude Lake Management, LLC	100402	PSI107698	Monthly Lake & Pond Management Services 09/24	\$ 2,522.00
Sue Streeter	100392	SS081524	BOS Meeting 08/15/24	\$ 200.00
Sue Streeter	100399	SS091924	BOS Meeting 09/19/24	\$ 200.00
Terry Jo Gile	100393	TG081524	BOS Meeting 08/15/24	\$ 200.00
Terry Jo Gile	100400	TG091924	BOS Meeting 09/19/24	<u>\$ 200.00</u>
Report Total				<u>\$ 82,498.12</u>

Tab 3

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CFM COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CFM Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to redesignate Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CFM COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Belinda Blandon is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretary; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolutions.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY OF NOVEMBER, 2024.

**CFM COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

Tab 4

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. CFM Community Development District (“**Client**”)
c/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Tucker F. Mackie	\$335
Associates	\$295
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT


This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**CFM COMMUNITY DEVELOPMENT
DISTRICT**

KUTAK ROCK LLP

By: _____

By:  _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

Tab 5



June 12, 2024

Revised; November 5, 2024

Magnolia Landing (064-24)

Belinda Blandon

Senior District Manager

CFM CDD

c/o Rizzetta & Company

9530 Marketplace Road, Ste. 206

Fort Myers, FL 33912

bblandon@rizzetta.com

LANDSCAPE ARCHITECTURAL DESIGN PROPOSAL

It is our understanding that we will provide landscape architectural design services for the project known as **Magnolia Landing, located along US 41 in North Fort Myers, Lee County, Florida**, an existing residential community.

The Scope of Services and Design Fee listed below are valid for 30 days from the date of this contract. Revisions requested by the Client that substantially change the project scope, boundaries, architecture, or introduce new design elements may require renegotiation of this contract in its entirety.

Scope of Services:

General Project Coordination

- Perform one (1) Initial Site Visit to observe and document existing site conditions, plant material and project context.
- Format Client-provided base map information in AutoCAD for use in our Deliverable drawings.
- Communicate with Client and Design Team as needed, including telephone calls and email correspondence.

SCHEMATIC DESIGN PHASE (Task 1)

TASK 1: Conceptual Design

OPI assumes the proposed secondary sign will mimic & follow the overall design concept of the original sign. The layout & scale will be altered to fit the limited area on the south side of the entry drive.

1B.1: Develop sign & entry feature concept for additional sign on south side of Magnolia Landing Lane. Proposed sign to mimic & blend with existing sign & entry feature on north side of entry road.

- 1B.2: ~~Image Boards: Depicting Hardscape and Planting Materials and Styles for Client's review.~~
- 1B.3: One (1) Presentation Meeting with Client. Additional Meetings, if required/requested by Client, to be billed on an hourly basis.
- 1B.4: One (1) Revision included to address Client comments. Additional revisions, if required/requested by Client, to be billed on an hourly basis.

Task 1B Deliverables:

- Approximately (1) 24"x36" Color Concept Drawings
- All drawings also provided in digital PDF Format

TASK 2: Lee County Limited Development Order Landscape Plan

- ~~2.1: Planting Plan with Calculations and Plant Schedule~~
- ~~2.2: Planting Details and Notes~~
- ~~2.3: Conceptual Irrigation Plan with Calculations~~
- ~~2.4: Conceptual Irrigation Details and Notes~~
- ~~2.5: Opinion of Probable Costs, suitable for County submittal requirement only~~
- ~~2.6: One (1) Revision included to address County comments. Additional revisions, if required/requested by Client, to be billed on an hourly basis.~~
- ~~2.7: Perform site visit(s) to verify installed plan meets approved limited development order requirements. (Fee listed is per visit.)~~
- ~~2.8: Provide signed and sealed certification letter for City submittal (submittal by others.)~~

Task 2 Deliverables:

- 24"x36" Plans in B/W Format
- All drawings also provided in digital PDF Format

CONTRACT DOCUMENTS PHASE (Tasks 3-5)

TASK 3: Hardscape Plans

- ~~3.1 Site Layout Plans: Indicating specialty paving areas, sign, columns, retaining walls and other related amenities layout and dimension for secondary sign at Community Entry. All grading & drainage will be coordinated with Johnson Engineering. Includes Structural Engineering for Signage, walls & columns.~~
- ~~3.2 Site Details: Cross sections and elevations of critical items to assure the desired design is realized for competitive bidding. Items to be considered (but not limited to): sign, sign wall, retaining wall, fencing, gates, specialty paving, concrete paving, etc. Electrical and Hydraulic Engineering by Others. Sign & wall structure included.~~
- ~~3.3 Material Selection: Make recommendations for all hardscape elements required for the construction of the items listed above. For example: stucco texture, paint color, metal fence and gates, review shop drawings provided by others as needed, etc. Data provided in tablet form for bidding with construction documents.~~

TASK 4: Landscape Planting Plans

- ~~4.1 Demolition Plan: Indicating all existing plant material to remain, be removed or relocated with the addition of the secondary sign on south side of entry drive.~~

Opi - Outside Production Inc

5644 Tavilla Cir, Suite 207

Naples, Florida 34110

Phone: 239-390-1334, Fax 239-390-1336, Email: Info@opidesign.net

~~4.2 Landscape Planting Plans: Indicating location, size, quantity, and species of proposed planting, including plant lists and specifications and planting notes, for the proposed sign and entry feature as well as miscellaneous common landscape areas adjacent to the proposed sign.~~

~~4.2 Landscape Notes and Details: Indicating installation and maintenance practices for specified plant material.~~

TASK 5: Landscape Lighting Plans

5.1.A Secondary Sign

~~Landscape Lighting Plans: Indicating location, quantity, specification of the proposed landscape lighting for the Secondary Sign.~~

Tasks 2-3 Deliverables:

- 24"x36" Construction Drawings in B/W Format, bound into a complete set with title sheet.
- All drawings also provided in digital PDF Format.

PROJECT MANAGEMENT

Owner Approval of Contract Documents

Upon Completion of the Deliverables for the Contract Documents Phase of work, OPi will provide one (1) round of revisions. If subsequent Additional Revisions are requested/required, OPi will request that Owner authorize Optional Task A (see below.)

Project Meetings (Meetings included as required to further the design)

Upon Client Request, OPi will attend in-person Meetings, participate in scheduled Conference Calls, and perform Site Visits. This Task will be billed hourly, per OPi standard hourly rates.

CONSTRUCTION ADMINISTRATION PHASE

The following Optional Tasks are Not Included in this Contract, but are available Upon Client Request, and provided here for informational purposes. For Exclusions to this Contract, please refer to OPi's Standard General Conditions for Professional Services Contracts. **See Attachment 'A'**.

OPTIONAL TASK A: Additional Revisions (Upon Client Request)

If additional revisions to the project Deliverables are requested/required after Client Approval, this Optional Task will be billed hourly, per OPi Standard Hourly Rates.

OPTIONAL TASK B: Construction Observation (Upon Client Request)

Upon Client Request, OPi will meet with builders and/or sub-contractors on-site, and document findings and decisions to assure construction is in accordance with plans and to address issues or opportunities as they arise. This Optional Task will be billed hourly, per OPi Standard Hourly Rates.

Opi - Outside Production Inc

5644 Tavilla Cir, Suite 207

Naples, Florida 34110

Phone: 239-390-1334, Fax 239-390-1336, Email: Info@opidesign.net

Design Fees*: The fees listed below are subject to OPi's Standard General Conditions for Professional Services Contracts. **See Attachment 'A'**.

General Project Coordination		\$ 1,000.00
Task 1	Conceptual Design	\$ 3,500.00
Task 2	Lee County LDO Code Minimum Landscape Plan	\$ 2,500.00
	2.7 Substantial Completion Site Inspection (per visit)	\$ 500.00
Tasks 3-5	Contract Documents	\$ 6,000.00
Owner Approval of Contract Documents		Included
Total for this Contract: \$4,500.00 plus Hourly Tasks		

Optional Tasks (Not In Contract, performed Upon Client Request)		
Opt. Task A	Additional Revisions	Hourly
Opt. Task B	Construction Observation	Hourly

Deposit required to initiate the Design Process: \$0.00

Please note:

Design Fees are billed upon Task completion. Invoiced Fees are due upon receipt. Subsequent Tasks will not be commenced without receipt of amount due.

*OPi 2023 Standard Hourly Rates**

<i>Principal Landscape Architect</i>	<i>\$200/hour</i>
<i>Senior Project Manager</i>	<i>\$180/hour</i>
<i>Project Manager/Design Technician</i>	<i>\$150/hour</i>
<i>Administrative Support</i>	<i>\$ 50/hour</i>

**Design Fees are based upon 2023 OPi Standard Hourly Rates, which are subject to change every calendar year. Fees listed above assume that all phases will commence in a timely manner as the previous phases are completed. If significant delays are encountered, OPi reserves the right to modify Fees in accordance with Standard Hourly Rates for the current calendar year.*

Sincerely,

for Magnolia Landing CDD



Patrick Trefz, ASLA
Owner-Landscape Architect

Date:

Invoices will be emailed to the following address: bblandon@rizzetta.com

Opi - Outside Production Inc
5644 Tavilla Cir, Suite 207
Naples, Florida 34110

Phone: 239-390-1334, Fax 239-390-1336, Email: Info@opidesign.net



Attachment 'A'

Standard General Conditions for Professional Services Contracts

The purpose of these standard general conditions is to govern all services performed by OPi.

Exclusions and Additional Services

OPi's Professional Services Contracts are limited to the scope of services expressly listed in the Scope of Services. All other services are specifically excluded.

Additional services may be provided, if required and authorized in writing (at listed hourly rates or as separate agreements). Additional services may include any other services requested by the OWNER, such as:

1. Design and plan modifications
2. Responding to requests of regulatory agencies
3. Attendance at meetings and hearings, making presentations and time spent preparing for same
4. Assistance with bidding or review of construction contracts
5. Preparation of as-built drawings and maintenance manuals
6. Coordination of technical services to be provided by others, such as property surveying, architectural design, structural engineering and pool or water feature engineering

The following Exclusions apply to all Contracts:

1. Architectural design and documentation of habitable site structures
2. All Structural, civil, MEP and environmental engineering design and services, including all related filings and approvals
3. LEED and all sustainability services and certifications
4. Daily construction management and field/engineering approvals
5. Project permit expediting

Payment for Services

OPi will bill Client (OWNER) as work is completed. If a deposit is required to initiate the design process, it will be held until the completion of the project and applied to the final invoice(s) with the balance returned to the OWNER in the event of Termination.

Payment of bills is due upon receipt. If the OWNER fails to make any payment due for services and expenses within thirty days, then after giving seven days written notice, services under this agreement may be suspended until such time as full payment is made for amounts due. OPi shall be entitled to collect reasonable fees and costs, including attorney's fees and interest, should it be required to obtain collection of any amount due under this agreement by court action or settlement without court action.

Photography

By signing this agreement the Owner authorizes OPi to photograph the final project at completion and up to one year after completion for use in office portfolio, award competitions and marketing (ads, magazine articles, mail outs, etc.)

Project Delays

The OWNER recognizes and agrees that various factors both within and without control of OPi 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 cause whatsoever including but not limited to: the production of contract documents; issuance of permits from any agency; beginning of completion of construction; of performance of any phase of work pursuant to this Agreement.

Project Representation

It is customary for OPi's responsibilities to include services through the Construction phase in order to interpret and clarify OPi's documentation, to give OWNER some degree of assurance (but not a guarantee) that what Contractor produces is generally in accordance with the contract documents. If OPi's responsibilities as identified elsewhere in this contract do not specifically include construction observation services, then OWNER shall indemnify and hold harmless OPi from all claims, damages, losses and expenses, including attorney's fees resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval issued by OWNER or others.

Limitation of Liability

OWNER and OPi agree that because of the risks, rewards and benefits of the project relative to the design professional's total fee for services, that the risks have been allocated such that, to the fullest extent permitted by law, OPi's total liability to OWNER for any and all claims, for economic losses, expenses or damages arising out of this agreement from any cause of causes, shall not exceed the total amount of \$10,000 or the amount of the fee charged for the specific services described, whichever is greater. Such causes include, but are not limited to, design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability shall not apply to damages arising from personal injury or property damage.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. An unsigned proposal (its scope, fees, and terms) expires after 30 days.

Owner's Responsibility

OWNER will provide OPi with information concerning the Owner's requirements for the project, such as digital base map files, existing site surveys and other site information including any deed restrictions. OWNER shall carefully review plans before sending for Bid, Permit, or Construction and clarify any questions with OPi. OPi will not be liable for misinterpretations or assumptions on the Owner's part.

Document Reuse

All documents prepared or furnished by OPi pursuant to this Agreement are instruments of service in respect to the project and OPi shall retain an ownership and property interest therein whether or not the project is completed. Any reuse without written verification or adaptation by OPi will be at OWNER's sole risk, and OWNER shall indemnify and hold harmless OPi from all claims, damages, losses, and expenses including attorney's fees resulting there from.

File Retention and Destruction

Generally at the conclusion of each project OPi will retain project files for a period of three years after we close the file. At the expiration of three years, the file may be destroyed unless we are notified by you to the contrary.

Application Fees

Application fees and impact fees, etc., are the responsibility of OWNER; if paid by OPi, such fees will be subject to a 10% markup.

Revisions

See Proposal

2023 OPi Standard Hourly Rate Schedule*

Principal Landscape Architect	\$200/hour
Senior Project Manager	\$180/hour
Project Manager/Design Technician	\$150/hour
Administrative Support	\$ 50/hour

* *Design Fees are based upon 2023 OPi Standard Hourly Rates, which are subject to change every calendar year.*

2023 Reimbursable Expenses

There is no charge for Digital PDF copies or In-house prints for internal review purposes. Upon Client request, One (1) original of each Deliverable Item specifically listed in the proposal will be made available for pickup at our office, and is included in the Fee.

Additional copies of Deliverables requested by the Client will be billed as follows:

The following Deliverable items are typically produced in-house**, are reimbursable, and shall be billed at the following rates:

- Mileage: _____ \$.625/mile
- Letter Size (8.5"x11") B/W Prints: No charge, up to 100 qty
- Letter Size (8.5"x11") Color Prints: \$1.00/page
- Tabloid Size (11"x17") B/W Prints: \$0.50/page
- Tabloid Size (11"x17") Color Prints: \$2.00/page
- Large Format (24"x36") B/W Prints: \$2.00/sheet
- Large Format (24"x36") Color Prints: \$10.00/sheet

** *Reimbursable Expenses for Deliverables are based upon OPi equipment leases, which are subject to change. To meet production deadlines, OPi reserves the right to send Deliverables to an outside vendor as needed (see below).*

The following Deliverable items are typically provided by outside Vendor(s)***, are reimbursable, and shall be billed at the Vendor's invoiced amount plus 10%:

- Large Format (24"x36") B/W Prints bound into a complete set.
- Large Format (24"x36") Foamcore Mounted Presentation Boards. (Approx. \$65/Board, plus Printing Cost @ Approx. \$10/sheet B/W and Approx. \$50/sheet Color)
- Courier and Shipping.
- Letter Size or Tabloid Size Bound Booklets.

*** *Pricing for all Reimbursable Deliverable items provided by outside Vendor(s), is available upon Client request. Please allow one week for pricing information to be provided before order.*

Tab 6

PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT NO. XX

THIS IS A SUPPLEMENTAL AGREEMENT made as of _____, 20___, **CFM-CDD**, ("OWNER") and **JOHNSON ENGINEERING, INC.**("CONSULTANT").

For **2024 Additional Online Map Layers**, (the "Project").

This Professional Services Supplemental Agreement ("Supplemental Agreement") is made and entered into on the date first written above between OWNER and CONSULTANT, and is made pursuant to and shall be attached to and made a part of the Professional Services Agreement ("Original Agreement"), for the Project known as **2024 Additional Online Map Layers**, Sections 3 and 4, Township 43 South, Range 24 East, Latitude 26.758132; Longitude: -81.923348, which Original Agreement was made and entered into on May 17, 2007.

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

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

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

SECTION 1.00 SCOPE OF PROFESSIONAL SERVICES

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

SECTION 2.00 COMPENSATION

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

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

OWNER:

CONSULTANT:

**CFM COMMUNITY
DEVELOPMENT DISTRICT**

JOHNSON ENGINEERING, INC.

Signature

Signature

By: Paul Mayotte
Name Typed or Printed

By: Lonnie V. Howard
Name Typed or Printed

Title: Chairman

Title: President

Address for giving notices:

Address for giving notices:

CFM CDD c/o Rizzetta & Company, Inc.

Johnson Engineering, Inc.

9350 Marketplace Road, Suite 206

Post Office Box 1550

Fort Myers, Florida 33912

Fort Myers, Florida 33902-1550

Phone: (239) 936-0913

Phone: (239) 334-0046

Email: bblandon@rizzetta.com

Email: lhoward@johnsoneng.com

ATTEST:

Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,

this _____ day of _____, 20____, by _____.

Notary Public
Name typed, printed or stamped (Seal)

Personally Known OR

Produced Identification
Type of Identification Produced _____

Exhibit A

Exhibit A consisting of **two (2)** page(s) referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated **July 10, 2024**.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:
OWNER _____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

CFM-CDD (OWNER) is requesting a hardcopy community wall map suitable for use during general meetings to discuss Magnolia Landing community issues. OWNER desires professional services from Johnson Engineering, Inc. (CONSULTANT) to develop additional data layers and improve other existing layers for the online GIS map which is available to residents. CONSULTANT proposes to develop the online map in two phases as shown below. Data used to create map layers will be from available agency sources, from new fieldwork or from information provided to the CONSULTANT.

Task 1 – Update Underlying GIS Layers

CONSULTANT will acquire updated GIS data from Lee County and regulatory agency and in-house sources for property appraiser parcels, ownership information, roadway names, easements, lake bank erosion assessment data, lake aerator data, landscape maintenance areas, and irrigation water use facilities to be placed on the existing ArcGIS online mapping. Underground irrigation facilities are not included in these data acquisition efforts. Data layers will be created or updated for fountains, signs, fire hydrants and light poles, all with basic attribute fields.

These data sources will require additional processing to enable them to be placed onto the existing ArcGIS online mapping site.

Task 2 – Uploading Additional Online Map Layers

CONSULTANT will prepare and implement updated or new layers for the existing public accessible online map currently in use for CFM-CDD. Layers will include the following:

- Updated parcels and ownership information (Update Layer)
- Parcel shading to show the major ownership groups (Update Layer)
- Update layer for community road names (Update Layer)
- Irrigation withdrawal wells, existing and proposed (New Layer)
- Irrigation pumps and flow meter locations (New Layer)
- Platted easement areas based on Lee County parcel and plat data (New Layer)
- Landscape areas shaded to be maintained by a private contractor (New Layer)
- Lake aerator locations (New Layer)
- Additional fountain locations (New Layer)

- Street light pole locations (New Layer)
- Sign locations (street, pedestrian, golf cart, etc) (New Layer)
- Hydrant locations (New Layer)

Draft versions of the new or updated layers will be produced for review by CFM-CDD staff for review and comment prior to implementation on the online maps. This input will be needed to ensure the best possible accuracy of the online mapping.

The deliverable product for the two tasks will be new or updated layers described above placed onto the existing CFM-CDD web based online mapping system. No other hardcopy deliverable is anticipated by this scope.

SUB-CONSULTANT SERVICES:

None anticipated at this time.

Exhibit B

Exhibit B consisting of **two (2)** page(s) referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated _____.

Initial:
OWNER _____
CONSULTANT _____

COMPENSATION

Definitions:

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

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

Estimated Fees: CONSULTANT'S estimate of the amount that will become payable for Services (including CONSULTANT'S Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT'S estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

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

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
1	Update Underlying GIS Layers	\$3,830	LS
2	Implement New/Updated Layers in Online Mapping	\$21,005	LS
3			
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$24,835	LS

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

TASK	SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
	None anticipated at this time.	-	-
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:		N/A	N/A

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

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Courier and express delivery charges, reproduction of prints, plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	\$300	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$300	T&M

TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$25,135	LS; T&M
--	-----------------	--------------------

Tab 7

AGREEMENT FOR ROADWAY/HARDSCAPE IMPROVEMENT REPAIR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____ 2024 (“**Effective Date**”), by and between:

CFM COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”), and

PARAMOUNT ASPHALT SEALCOATING CORPORATION, a Florida corporation, with a mailing address of 260 20th Street NE, Naples, Florida 34120 (hereinafter “**Contractor**” and, with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, from time to time, the District has a need to retain an independent contractor to provide roadway/hardscape improvement repair services, and labor and other materials related thereto; and

WHEREAS, the Contractor represents that it is qualified to provide such services and has agreed to provide such services to the District on an as-needed basis (“**Services**”); and

WHEREAS, the District and Contractor desire to enter into a contractual relationship consistent with the terms and conditions provided in this Agreement.

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 are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. From time to time, the District desires that Contractor provide professional roadway/hardscape improvement repair services, including labor, within presently accepted standards. Upon all parties executing this Agreement, Contractor shall provide the District with the specific services as set forth in this Agreement, subject to the execution of a Work Authorization (defined below) by the parties. By entering into this Agreement, the Contractor is not obligated to provide Services to the District, nor is the District obligated to use the Contractor solely for the provision of such Services, unless and until a Work Authorization (defined below) is executed by the parties.

B. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall provide the specific professional Services as shown in Section 3 of this Agreement and any future Work Authorization (defined below). Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF SERVICES; MANNER OF CONTRACTOR'S PERFORMANCE.

Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in any authorized written Work Authorization in substantially the same form set forth in **Exhibit A ("Work Authorization")**, attached hereto and incorporated herein by reference, which shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized, which such Work Authorization shall be issued by the District in connection with this Agreement and accepted by Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District, in their sole and unfettered discretion, and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in any Work Authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in the Work Authorization.

B. Contractor agrees that the District shall not be liable for the payment of any work or services not included in this Agreement unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

C. The District shall designate in writing a person(s) to act as the District's representative(s) with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Before performing Services, Contractor shall inspect any equipment or piping that is connected to the items to be repaired and shall inform the District if the Services may damage the connecting infrastructure, whether due to age, condition or otherwise.

E. If the scope of services requires funds be paid by the District to the Contractor prior to the time the project is completed, such funds shall be considered a deposit. Despite the fact that there may be deposits being paid by the District prior to project completion, this is a lump sum contract. No portion of the deposit payments made by the District shall be considered earned by the Contractor until completion of the scope of services.

SECTION 5. COMPENSATION; TERM.

A. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

B. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall automatically renew annually unless terminated in accordance with the terms provided herein.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date or otherwise in accordance with the Florida Prompt Payment Act. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within sixty (60) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. TERMINATION. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Either party may terminate this Agreement by providing thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 7. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturers' warranties for materials purchased for purposes of this Agreement, all Services, including but not limited to services and materials, provided by Contractor pursuant to this Agreement shall be warranted for three (3) years from the date of the final acceptance by the District of the Services.

SECTION 8. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 9. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part

by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 11. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall

inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 13. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 14. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 15. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and Contractor relating to the subject matter of this Agreement.

SECTION 16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 18. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

A. If to District: CFM Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Paramount Asphalt Sealcoating Corporation
260 20th Street NE
Naples, Florida 34120
Attn: Nick Rivenburg

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Lee County, Florida.

SECTION 21. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Belinda Blandon** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the

District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 936-0913, BBLANDON@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 25. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 26. ASSIGNMENT. Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party.

SECTION 27. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

SECTION 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 30. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

ATTEST:

**CFM COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**PARAMOUNT ASPHALT SEALCOATING
CORPORATION**

By: _____

By: _____
Its: _____

Exhibit A: Form of Work Authorization

Exhibit A

WORK AUTHORIZATION # _____
_____, 20____

CFM Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Subject: **Work Authorization Number** _____ (**“Work Authorization”**)
CFM Community Development District

Dear Board of Supervisors:

Paramount Asphalt Sealcoating Corporation (“Contractor”) is pleased to submit this work authorization to provide roadway/hardscape improvement repair services for the CFM Community Development District (“District”). We will provide these services pursuant to our current *Agreement for Roadway/Hardscape Improvement Repair Services* dated _____, 2024 (“Agreement”) as follows:

I. Scope of Work

The District hereby engages the services of Contractor to perform the work described in **Attachment A**, attached hereto. **Attachment A** shall not be incorporated herein, except that **Attachment A** is applicable to the extent that it states the Work’s scope of services for the labor and materials to be provided under this Agreement and the price. Otherwise, none of the provisions of **Attachment A** shall apply to this Work Authorization and the Agreement.

II. Fees

The District will compensate Contractor at the price listed in **Attachment A** in accordance with the terms of the Agreement and this Work Authorization.

This Work Authorization, together with the Agreement, represents the entire understanding between the District and Contractor with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign below where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule the approved services.

Sincerely,

Authorized Representative of
Paramount Asphalt Sealcoating Corporation

APPROVED AND ACCEPTED

By: _____
Chair/Vice-Chair, Board of Supervisors
CFM Community Development District

Date: _____