



Rizzetta & Company

CFM **Community Development District**

Board of Supervisors' Meeting August 15, 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.cfmcd.org

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

District Office · Ft. Myers, Florida · (239) 936-0913

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August 8, 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, August 15, 2024, at 11:30 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the agenda for the meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENT – AGENDA ITEMS ONLY**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on May 30, 2024 Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for the Months of April, May, and June 2024 Tab 2
 - C. Ratification of Special Assessment Bonds, Series 2020 Requisitions for Payment #3 through #8 Tab 3
 - D. Ratification of Acceptance of Audit for Fiscal Year End September 30, 2023, as Prepared by Berger, Toombs, Elam, Gaines & Frank Tab 4
4. **BUSINESS ITEMS**
 - A. Public Hearing to Consider the Adoption of the Fiscal Year 2024-2025 Budget
 1. Presentation of the Proposed Final Budget for Fiscal Year 2024/2025 Tab 5
 2. Consideration of Resolution 2024-04, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2024/2025 Tab 6
 - B. Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments
 1. Consideration of Resolution 2024-05, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025 Tab 7
 - C. Consideration of Updated Contract for District Management Services..... Tab 8
 - D. Consideration of Resolution 2024-06, Adopting a Meeting Schedule for Fiscal Year 2024/2025..... Tab 9
 - E. Discussion and Consideration of Engagement Letter for Henderson/Franklin Attorneys Law Tab 10
 - F. Discussion and Consideration of Proposal from Outside Productions for Small Monument Entry Sign Tab 11

- G. Discussion of Irrigation Repairs
- H. Discussion of HB 7013 – District Goals and Objectives Tab 12
- 5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Tab 13
- 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, May 30, 2024, at 11:30 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
Terry Jo Gile	Board Supervisor, Assistant Secretary
Brian McGibbon	Board Supervisor, Assistant Secretary (Via Teams)

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Kutak Rock, LLP
Mark Zordan	District Engineer, Johnson Engineering
John Toborg	Division Manager, 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 there were audience members. No members of the public made comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held
on April 18, 2024**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on April 18, 2024. She asked if there were any questions, comments, or changes to the minutes. Supervisor Gile provided several changes to the minutes.

On a Motion by Ms. Streeter, seconded by Mr. Mayotte, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on April 18, 2024, with changes as noted on the record, for the CFM Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Months of March 2024**

Ms. Blandon advised that operations and maintenance expenditures for the period of March 1-31 totaled to \$56,742.44. She responded to questions from the Board.

On a Motion by Mr. Allen, seconded by Ms. Gile, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the months of April 2024, totaling \$56,742.44, for the CFM Community Development District.

FIFTH ORDER OF BUSINESS

**Presentation of the Landscaping RFP
Process**

Mr. Toborg presented a detailed overview of the Landscaping RFP Process. He provided the Board with the RFP documentation. Ms. Blandon asked if the amenity center is available to provide a location for the RFP bid meeting. Ms. Streeter advised there is and that a Wednesday would be the best day to hold a meeting. Ms. Blandon advised that Mr. Zordan still needs to meet with the current landscape vendor to complete the District map. She advised all of the evaluation criteria can be changed by decision of the Board, except for the pricing. Mr. Toborg advised of the six categories, and he explained in detail how the evaluation criteria will work to choose a vendor. He explained the price criteria is based on the lowest bid. He responded to questions from the Board. Ms. Streeter spoke regarding the irrigation issues, which are the HOA's responsibility and wanted to know how it affects the RFP. Ms. Blandon advised that the vendor would have to conduct a review of the irrigation and report back the irrigation issues, to be reported to the HOA, and she confirmed this will be in the RFP wording. Board discussion ensued. The Board requested for Mr. Toborg provide a bimonthly landscape inspection services proposal.

Ms. Streeter left the meeting in person at 12:30 pm and joined the meeting via Teams at 12:33 pm.

Board discussion ensued regarding calling the vendor references. Ms. Mackie and Ms. Blandon responded to questions from the Board. The Board decided to revisit the RFP at the June meeting.

SIXTH ORDER OF BUSINESS

**Discussion Regarding Traffic
Signalization on US Hwy 41**

Ms. Mackie addressed the Board regarding the signalization of US Highway 41. She advised of discussions between herself and Johnson Engineering. She advised of the DRI requirements, and which has sunset. She advised that a right of way connection permit was pulled by Maxcy. She advised that in the permit there was a discussion held on when signalization would be required. Maxcy was the original landowner; they were responsible for the DRI requirements inclusive of signalization. Maxcy was the permit holder and as they sold the land to DR Horton, they would be responsible. She advised the District is not required to complete the signalization, however that does not mean they cannot install the signalization. She responded to questions from the Board. She recommended that the Board engage special counsel to conduct a review to see if there is a requirement on the developer to complete the signalization. The Board requested for Ms. Mackie to obtain proposals for land use counsel. Board discussion ensued.

Ms. Mackie asked the Board if they had any questions regarding the form one submittals and there were none.

SEVENTH ORDER OF BUSINESS

Presentation of the Proposed Budget(s) for Fiscal Year 2024/2025

Ms. Blandon provided a detailed overview of the proposed budget for fiscal year 2024/2025, advising that an increase to assessments is being proposed. She advised there were no additional changes to the budget since the budget workshop. Board discussion ensued regarding the Landscaping RFP. The Board agreed not to make any changes to the budget. Mr. Allen asked Ms. Mackie regarding the landscaping contract, he advised he may have a conflict as he controls the landscape vendor contracts at his workplace. He asked if he should recuse himself. Ms. Mackie advised he did not need to. District Management and District Counsel will work together to send out the notices.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-03, Approving the Proposed Budget(s) for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon

Ms. Blandon provided an overview of the resolution and asked if there were any questions. There were none.

On a Motion by Mr. Mayotte, seconded by Ms. Gile, with all in favor, the Board Adopted Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025, and setting a Public Hearing Thereon for Thursday, August 15, 2024 at 11:30 a.m. to be held at the Office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, for the CFM Community Development District.

NINTH 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

Ms. Bandon advised that under the District Engineer was report Work Authorization #19 for Lake Bank Assessment. She advised that the lake banks have been a topic of discussion for a while as the District has been waiting for the water levels to recede to complete the assessments. Ms. Bandon asked if there were any questions for Mr. Zordan, there were none. Mr. Zordan gave details on the evaluation of the linear erosion. Ms. Bandon addressed the question of the lake bank project itself and provided information regarding the repair project.

On a Motion by Ms. Gile, seconded by Mr. Allen, with all in favor, the Board Approved the Proposal from Johnson Engineering, Inc. for work authorization #19 for Lake Bank Assessments in the amount of \$17,524.00, for the CFM Community Development District.
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The Board took a brief recess at 1:32 p.m. and was back on the record at 1:35 p.m.

Mr. Zordan provided an overview of his report to the Board. He advised that the pedestrian crossing signs were not there and have been ordered. He advised a pool contractor damaged the newly paved road during their installation. He asked Ms. Mackie if a letter can be sent to the contractor for repair of the road. She advised she would follow up and send the letter to the homeowner and contractor. Board discussion ensued. Mr. Zordan reported that there are three missing golf cart signs. The Board agreed they needed to be replaced. He will meet with the current landscaper and Mr. Marino to discuss the landscaping maintenance area so the exhibit can be completed. He advised that the drainage inlet on the backside of 20712 Kaidon Lane needs to be replaced, he advised that Mettauer Environmental will provide the proposal for the replacement. Mr. Zordan advised that the proposal is in process for the smaller monument sign. The Board requested for the sign be lit. He spoke to the Board regarding the NPDES report submittal. Ms. Bandon and Mr. Zordan are going to work on the report together. Ms. Bandon asked if the aeration equipment installed costs should be included in the amounts provided for the stormwater management system expenditures.

C. District Manager

Ms. Bandon advised that the District received some complaints regarding trees in the preserve and she will have Mr. Backes review the trees to see if they are a hazard.

Ms. Bandon informed the Board the next Board of Supervisors' meeting is scheduled for Thursday, June 20, 2024 at 11:30 am.

Ms. Bandon advised that as per the Lee County Supervisor of Elections, the number of registered voters residing with CFM CDD as of April 15, 2024, was 742.

182
183 She advised of sod damage on a homeowner's property when Forestar installed
184 the electrical for a fountain. Forestar will be conducting the repairs.

185
186 **TENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience
Comments**

187
188
189 Ms. Blandon asked if there were any supervisor requests or comments.

190
191 Ms. Gile stated that there was a dead tree on Redstone Circle, and it was difficult
192 to see. She advised that no one responded to the audience comments regarding
193 benches. Ms. Blandon explained that usually this is a HOA item as the District does not
194 have any maintenance personal. Board discussion ensued.

195
196 **ELEVENTH ORDER OF BUSINESS**

Adjournment

197
198 Ms. Blandon advised there is no further business to come before the Board and
199 asked for a motion to adjourn.

200
201 On a Motion by Mr. Allen, seconded by Ms. Gile, with all in favor, the Board Adjourned the
202 meeting at 2:00 p.m., for the CFM Community Development District.

203
204
205
206
207 _____
208 Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CFM COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614
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Operation and Maintenance Expenditures April 2024 For Board Approval

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

The total items being presented: **\$ 38,434.90**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2024 Through April 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brian McGibbon	100325	BM041824	Board of Supervisors Meeting 04/18/24	\$ 200.00
Coastal Concrete Products, LLC	100318	3313	Precast Concrete Fence Repair 03/24	\$ 2,750.00
Gannett Florida LocaliQ	100320	0006335580	Legal Advertising 03/24	\$ 235.22
Johnson Engineering, Inc.	100322	20214225-002 17	Magnolia Landing Surface Water Quality Monitoring 03/24	\$ 538.00
Johnson Engineering, Inc.	100323	20044888-001 196	General Engineering 03/24	\$ 7,202.50
Kutak Rock, LLP	100324	3377999	Monthly Legal Services 02/24	\$ 1,491.50
LCEC	100321	6571809552 03/24	Electric Summary 03/24	\$ 13,315.77
Onyx Asphalt USA, Inc.	100319	7303	Sidewalk Repairs 03/24	\$ 7,450.00
Paul Mayotte	100326	PM041824	Board of Supervisors Meeting 04/18/24	\$ 200.00
Rizzetta & Company, Inc.	100317	INV0000088566	District Management Fees 04/24	\$ 4,451.91
Rodney J Allen	100327	RA041824	Board of Supervisors Meeting 04/18/24	\$ 200.00
Sue Streeter	100328	SS041824	Board of Supervisors Meeting 04/18/24	\$ 200.00
Terry Jo Gile	100329	TG041824	Board of Supervisors Meeting 04/18/24	<u>\$ 200.00</u>
Report Total				<u>\$ 38,434.90</u>

CFM COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures May 2024 For Board Approval

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

The total items being presented: **\$132,976.32**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CFM Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Fountains & Equipment, LLC	100332	2024-137	Fountain Repair Service 05/24	\$ 161.49
Gannett Florida LocaliQ	20240520-1	0006396343	Legal Advertising 04/24	\$ 429.88
Johnson Engineering, Inc.	100333	20214225-002 18	Magnolia Landing Surface Water Quality Monitoring 04/24	\$ 426.25
Johnson Engineering, Inc.	100336	20236011-001 1	Magnolia Landing WUP Compliance 2024 04/24	\$ 3,300.00
Johnson Engineering, Inc.	100339	20044888-001 197	General Engineering 04/24	\$ 13,692.25
Johnson Engineering, Inc.	100342	20236011-001 2	Magnolia Landing WUP Compliance 2024 05/24	\$ 1,100.00
Kutak Rock, LLP	100334	3381452	Monthly Legal Services 03/24	\$ 1,667.00
Kutak Rock, LLP	100343	3395639	Monthly Legal Services 04/24	\$ 2,795.00
LCEC	100331	6571809552 04/24	Electric Summary 04/24	\$ 12,960.29
Magnolia Landing Golf, LLC	100340	CL00003285	Lay Ground Cover 05/24	\$ 27,700.00
Magnolia Landing Golf, LLC	100340	CL00003286	Landscape Renovation 05/24	\$ 4,694.00
Magnolia Landing Golf, LLC	100340	CL00003287	Maintenance on NW side of Fence 05/24	\$ 215.00
Magnolia Landing Master Association, Inc.	100344	MLM 04012024	Monthly Landscaping 04/24	\$ 16,670.00

CFM Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Magnolia Landing Master Association, Inc.	100344	MLM 05012024	Monthly Landscaping 05/24	\$ 16,670.00
Mettauer Environmental Inc.	100337	3221	Conservation Area Signage 04/24	\$ 8,800.00
Mettauer Environmental Inc.	100341	3242	Quarterly Conservation Area Maintenance April - June 05/24	\$ 16,930.75
Rizzetta & Company, Inc.	100330	INV0000089390	District Management Fees 05/24	\$ 4,451.91
Solitude Lake Management, LLC	100335	PSI066135	Fountain/Aerator Service & Repairs 04/24	<u>\$ 312.50</u>
Report Total				<u>\$ 132,976.32</u>

Tab 3

CFM CDD
Special Assessment Bonds, Series 2021
Requisitions for Payment

Requisition No.	Vendor	Amount
3	Johnson Engineering	\$603.70
4	Johnson Engineering	\$373.60
5	Johnson Engineering	\$2,962.50
6	Kutak Rock, LLP	\$3,472.00
7	Johnson Engineering	\$2,241.50
8	Johnson Engineering	\$584.50
	Total	\$10,237.80

Tab 4

CFM Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

CFM Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
CFM Community Development District
Lee County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of CFM Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Summary of Opinions

Opinion Unit	Type of Opinion
Governmental Activities	Unmodified
Aggregate Discretely Presented Component Unit	Adverse
General Fund	Unmodified
Debt Service Fund	Unmodified
Capital Projects Fund	Unmodified

Basis of Adverse Opinion on the Discretely Presented Component Unit

The financial statements do not include financial data for the District's legally separate component unit. Accounting principles generally accepted in the United States of America require the financial data for the component unit to be reported with the financial data of the District's primary government unless the District also issues financial statements for the financial reporting entity that include the financial data for its component unit. The District has not issued such reporting entity financial statements. Because of this departure from accounting principles generally accepted in the United States of America, the assets, liabilities, net position, revenues, and expenses of the aggregate discretely presented component unit should have been presented.

Adverse Opinion

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on the Discretely Presented Component Unit", the financial statements referred to above do not present fairly, the financial position of the discretely presented component unit of the District as of September 30, 2023, or the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Fort Pierce / Stuart

- 1 -



To the Board of Supervisors
CFM Community Development District

Qualified Opinion

In our opinion, except for the effects of the matter described in the "Basis for Adverse Opinion on the Discretely Presented Component Unit" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the aggregate remaining fund information of the District as of September 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinions

In our opinion, the financial statements referred to previously present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
CFM Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
CFM Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 6, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFM Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 6, 2024

**CFM Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

Management's discussion and analysis of CFM Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function, and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**CFM Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2023.

- ◆ The District's total assets and deferred outflows of resources exceeded total liabilities by \$932,805 (net position). Unrestricted net position for Governmental Activities was \$575,841. Governmental Activities restricted net position was \$182,179 and net investment in capital assets was \$174,785.
- ◆ Governmental activities revenues and debt cancellation totaled \$4,209,103 while governmental activities expenses and conveyances totaled \$2,246,719.

**CFM Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, deferred outflows of resources, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2023	2022
Current assets	\$ 598,392	\$ 742,981
Restricted assets	661,402	4,556,434
Capital assets, net	16,022,401	13,066,556
Total Assets	<u>17,282,195</u>	<u>18,365,971</u>
Deferred outflow of resources	<u>183,648</u>	<u>199,503</u>
Current liabilities	820,776	1,184,663
Non-current liabilities	15,712,262	18,410,390
Total Liabilities	<u>16,533,038</u>	<u>19,595,053</u>
Net investment in capital assets	174,785	(2,137,165)
Net position - restricted	182,179	394,520
Net position - unrestricted	575,841	713,066
Total Net Position	<u>\$ 932,805</u>	<u>\$ (1,029,579)</u>

The decrease in current assets is the result of expenditures exceeding revenues at the fund level in the current year.

The increase in capital assets and decrease in restricted assets was related to the capital project activity in the current year.

The decrease in non-current liabilities is the result of the principal payments on long-term debt and the debt cancellation in the current year.

**CFM Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	<u>2023</u>	<u>2022</u>
Program Revenues		
Charges for services	\$ 1,929,745	\$ 2,118,673
Grants and contributions	192,036	-
General Revenues		
Investment earnings	100,149	16,690
Gain on sale of assets	-	70,700
Total Revenues	<u>2,221,930</u>	<u>2,206,063</u>
Expenses		
General government	191,979	163,401
Physical environment	945,534	652,390
Interest and other charges	843,841	630,993
Total Expenses	<u>1,981,354</u>	<u>1,446,784</u>
Conveyance of assets	<u>(265,365)</u>	<u>-</u>
Debt cancellation/forgiveness	<u>1,987,173</u>	<u>-</u>
Change in Net Position	1,962,384	759,279
Net Position - Beginning of Year	<u>(1,029,579)</u>	<u>(1,788,858)</u>
Net Position - End of Year	<u><u>\$ 932,805</u></u>	<u><u>\$ (1,029,579)</u></u>

The decrease in charges for services is related to a decrease in special assessments in the current year.

The increase in grants and contributions is related to SPE and developer contributions in the current year.

The increase in general government is related to the increase in engineer and legal expenses in the current year.

The increase in physical environment is primarily due to the increase in streetlights, contingency, and hurricane expenses in the current year.

The increase in conveyance of assets is related to the conveyance of capital assets to another governmental entity in the current year.

The increase in interest and other charges is related to the interest paid in conjunction with the debt cancellation in the current year.

**CFM Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2023</u>	<u>2022</u>
Land	\$ 2,664,365	\$ 2,664,365
Construction in progress	6,600,448	6,573,811
Infrastructure	11,458,565	8,265,280
Equipment	172,253	-
Accumulated depreciation	<u>(4,873,230)</u>	<u>(4,436,900)</u>
Total Capital Assets (Net)	<u>\$ 16,022,401</u>	<u>\$ 13,066,556</u>

The activity for the year consisted of depreciation, \$436,330, additions to construction in progress, \$3,485,287 and equipment, \$172,253, the transfer of construction in progress to infrastructure, \$3,193,285, and the conveyance of assets, \$264,365.

General Fund Budgetary Highlights

The budget exceeded actual governmental expenditures primarily due to less lake/pond bank maintenance and utility expenditures than were anticipated.

The September 30, 2023 budget was amended for contingency expenditures that were more than originally anticipated.

Debt Management

Governmental Activities debt includes the following:

- In May 2004, the District issued \$27,740,000 Series 2004A and \$15,200,000 Series 2004B Capital Improvement Revenue Bonds. These bonds were issued to finance the costs of the 2004 Project. The Series 2004B were repaid in full in a prior year. The Series 2004A bonds were trifurcated in August 2019. The unexchanged portion of the bonds were fully cancelled during the current year.
- In September 2021, the District issued Series 2021 Capital Improvement Revenue Refunding Bonds for \$7,096,000. The bonds were issued to fully redeem the Series 2004A-2 bond. The balance outstanding at September 30, 2023 was \$6,121,000.
- In May 2021, the District issued \$10,545,000 Series 2021 Capital Improvement Revenue Bonds. These bonds were issued to finance a portion of the acquisition, construction and equipping of the expansion project. The balance outstanding at September 30, 2023 was \$10,110,000.

**CFM Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

CFM Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of CFM Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the CFM Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

CFM Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 94,914
Investments	486,012
Prepaid expenses	14,666
Deposits	2,800
Total Current Assets	<u>598,392</u>
Non-current Assets	
Restricted assets	
Investments	661,402
Capital assets not being depreciated	
Land	2,664,365
Construction in progress	6,600,448
Capital assets being depreciated	
Infrastructure	11,458,565
Equipment	172,253
Less: accumulated depreciation	<u>(4,873,230)</u>
Total Non-current Assets	<u>16,683,803</u>
Total Assets	<u>17,282,195</u>
 DEFERRED OUTFLOW OF RESOURCES	
Deferred amount on refunding, net	<u>183,648</u>
 LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	22,551
Accrued interest	115,225
Bonds payable	683,000
Total Current Liabilities	<u>820,776</u>
Non-current liabilities	
Bonds payable, net	<u>15,712,262</u>
Total Liabilities	<u>16,533,038</u>
 NET POSITION	
Net investment in capital assets	174,785
Restricted for debt service	182,179
Unrestricted	575,841
Total Net Position	<u><u>\$ 932,805</u></u>

See accompanying notes to financial statements.

CFM Community Development District
STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental Activities					
General government	\$ (191,979)	\$ 187,898	\$ -	\$ -	\$ (4,081)
Physical environment	(945,534)	522,152	-	107,818	(315,564)
Interest and other charges	(843,841)	1,219,695	84,218	-	460,072
Total Governmental Activities	<u>\$ (1,981,354)</u>	<u>\$ 1,929,745</u>	<u>\$ 84,218</u>	<u>\$ 107,818</u>	<u>140,427</u>
General revenues:					
					<u>100,149</u>
					<u>(265,365)</u>
					<u>1,987,173</u>
					1,962,384
					<u>(1,029,579)</u>
					<u>\$ 932,805</u>

See accompanying notes to financial statements.

CFM Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 94,914	\$ -	\$ -	\$ 94,914
Investments	486,012	-	-	486,012
Prepaid expenses	14,666	-	-	14,666
Deposits	2,800	-	-	2,800
Restricted assets:				
Investments, at fair value	-	589,320	72,082	661,402
Total Assets	<u>\$ 598,392</u>	<u>\$ 589,320</u>	<u>\$ 72,082</u>	<u>\$ 1,259,794</u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	<u>\$ 22,551</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,551</u>
FUND BALANCES				
Nonspendable:				
Prepaid expenses	14,666	-	-	14,666
Deposits	2,800	-	-	2,800
Restricted:				
Debt service	-	589,320	-	589,320
Capital projects	-	-	72,082	72,082
Unassigned:	558,375	-	-	558,375
Total Fund Balances	<u>575,841</u>	<u>589,320</u>	<u>72,082</u>	<u>1,237,243</u>
Total Liabilities and Fund Balances	<u>\$ 598,392</u>	<u>\$ 589,320</u>	<u>\$ 72,082</u>	<u>\$ 1,259,794</u>

See accompanying notes to financial statements.

CFM Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ 1,237,243
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, \$2,664,365, construction in progress, \$6,600,448, infrastructure, \$11,458,565, and equipment, \$172,253, net of accumulated depreciation, \$(4,873,230), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	16,022,401
Long-term liabilities, including bonds payable, \$(16,231,000), net of bond premium, \$(164,262), are not due and payable in the current period and therefore, are not reported at the governmental fund level.	(16,395,262)
Deferred outflow of resources, deferred amount on refunding are not current financial resources and therefore, are not reported at the governmental fund level.	183,648
Accrued interest for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	<u>(115,225)</u>
Net Position of Governmental Activities	<u><u>\$ 932,805</u></u>

See accompanying notes to financial statements.

CFM Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
For The Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 710,050	\$ 1,219,695	\$ -	\$ 1,929,745
Developer contributions	-	-	107,818	107,818
SPE contributions	-	84,218	-	84,218
Investment earnings	17,421	29,740	52,988	100,149
Total Revenues	<u>727,471</u>	<u>1,333,653</u>	<u>160,806</u>	<u>2,221,930</u>
Expenditures				
Current				
General government	183,239	8,740	-	191,979
Physical environment	509,204	-	-	509,204
Capital outlay	172,253	-	3,485,287	3,657,540
Debt service				
Principal	-	696,000	-	696,000
Interest	-	846,933	-	846,933
Other	-	42,036	-	42,036
Total Expenditures	<u>864,696</u>	<u>1,593,709</u>	<u>3,485,287</u>	<u>5,943,692</u>
Excess of revenues over/(under) expenditures	<u>(137,225)</u>	<u>(260,056)</u>	<u>(3,324,481)</u>	<u>(3,721,762)</u>
Other Financing Sources/(Uses)				
Transfers in	-	(7,313)	-	(7,313)
Transfers out	-	-	7,313	7,313
Total Other Financing Sources/(Uses)	<u>-</u>	<u>(7,313)</u>	<u>7,313</u>	<u>-</u>
Net change in fund balances	(137,225)	(267,369)	(3,317,168)	(3,721,762)
Fund Balances - Beginning of year	<u>713,066</u>	<u>856,689</u>	<u>3,389,250</u>	<u>4,959,005</u>
Fund Balances - End of year	<u>\$ 575,841</u>	<u>\$ 589,320</u>	<u>\$ 72,082</u>	<u>\$ 1,237,243</u>

See accompanying notes to financial statements.

CFM Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ (3,721,762)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays. However, in the Statement of Activities the costs of those assets is allocated over their estimated useful lives as depreciation. This is the amount that depreciation, \$(436,330), and conveyances, \$(264,365), were exceeded by capital outlay, \$3,657,540, in the current year.	2,955,845
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Repayment of bond principal is an expenditure at the fund level, but the repayment reduces long-term liabilities at the government-wide level.	696,000
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The deferred outflow of resources for refunding of debt is recognized as a component of interest expense in the Statement of Activities, but not in the governmental funds. This is the amount of current year interest.	(15,855)
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Bond premium is recognized as an other financing source at the fund level in the year of issuance, however, at the government-wide level, they increase liabilities, and are amortized over the life of the debt. This is the current year interest.	5,955
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The cancellation of long-term debt does not affect current resources, and therefore, it is recognized at the government-wide level.	1,987,173
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In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and the current year accruals.	55,028
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Change in Net Position of Governmental Activities	\$ 1,962,384
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See accompanying notes to financial statements.

CFM Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND
For the Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 707,968	\$ 707,968	\$ 710,050	\$ 2,082
Investment earnings	-	-	17,421	17,421
Total Revenues	<u>707,968</u>	<u>707,968</u>	<u>727,471</u>	<u>19,503</u>
Expenditures				
Current				
General government	163,906	163,906	183,239	(19,333)
Physical environment	544,062	699,062	509,204	189,858
Capital outlay	-	-	172,253	(172,253)
Total Expenditures	<u>707,968</u>	<u>862,968</u>	<u>864,696</u>	<u>(1,728)</u>
Net change in fund balances	-	(155,000)	(137,225)	17,775
Fund Balances - Beginning of year	<u>-</u>	<u>155,000</u>	<u>713,066</u>	<u>558,066</u>
Fund Balnces - End of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$575,841</u>	<u>\$ 575,841</u>

See accompanying notes to financial statements.

CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of CFM Community Development District (the "District") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on January 14, 2002 by Lee County Ordinance 02-01 and the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose of, among others, financing, funding, planning, establishing, acquiring, constructing or re-constructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and waste water management, bridges or culverts, district roads, landscaping, street lights and other basic infrastructure projects within or outside the boundaries of the CFM Community Development District. The District is governed by a five-member Board of Supervisors, who are elected for terms of four years. The District operates within the criteria established by Chapter 190, Florida Statutes.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the CFM Community Development District (the primary government) as a stand-alone government.

Based upon the application of the above-mentioned criteria as set forth in principles established by the Governmental Accounting Standards Board, the District has identified one component unit. The component unit is Maxcy Development Group Holdings - CFM, Inc. The component unit did not provide the district with any financial activity for the current year, and therefore, the component unit is not reflected in the financial statements as a discretely presented component unit. The SPE was dissolved in December 2022.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities which normally are supported by special assessments, developer assessments and interest, are reported separately from business-type activities. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources.” Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – Accounts for debt service requirements to retire certain special assessment bonds which were used to finance the construction of District infrastructure improvements and finance certain additional improvements. The bond series is secured by a pledge of debt service special assessment revenues in any fiscal year related to the improvements. A lien is placed on all benefited land in relationship to the debt outstanding.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the boundaries of the District.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide statement of net position.

4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity
(Continued)**

b. Restricted Assets

Certain net position of the District is classified as restricted assets on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land, construction in progress, infrastructure and equipment are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	30 years
Equipment	10-15 years

d. Deferred Outflow of Resources

Deferred outflow of resources is the consumption of net position by the government that is applicable to a future reported period. Deferred amount on refunding is amortized and recognized as a component of interest expense over the life of the bond.

e. Unamortized Bond Premium

Bond premium is presented on the government-wide financial statements. The costs are amortized over the life of the bonds using the straight line method of accounting. For financial reporting, the unamortized bond premium is netted against the applicable long-term debt.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity
(Continued)**

f. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$127,906 and the carrying value was \$94,914. Exposure to custodial credit risk was as follows. The District maintains all deposits and certificates of deposit in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2023, the District had the following investments and maturities:

Investment	Maturities	Fair Value
First American Treasury Obligation	15 days*	\$ 661,402
FLCLASS	N/A	486,012
Total Investments		<u>\$ 1,147,414</u>
*Weighted Average Maturity		

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the District's investment in First American Treasury Obligation is a Level 1 asset.

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in FLCLASS is measured at amortized cost. FLCLASS has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2023, there were no redemption fees, maximum transaction amounts, or any other requirements that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2023, the District's investments in First American Treasury Obligation and FLCASS were rated AAAM by Standard and Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investment in FLCLASS represents 42% of the District's total investments, while the investments in First American Treasury Obligation represents 58% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE D – SPECIAL ASSESSMENT REVENUES

Special assessment revenues recognized for the 2022-2023 fiscal year were levied in August 2022. All taxes are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes, discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount.

All unpaid taxes become delinquent as of April 1. Virtually all unpaid taxes are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material taxes receivable at fiscal year end.

NOTE E – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	Beginning Balance October 1, 2022	Additions	Deletions	Ending Balance September 30, 2023
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Land	\$ 2,664,365	\$ -	\$ -	\$ 2,664,365
Construction in progress	6,573,811	3,485,287	3,458,650	6,600,448
Total Capital Assets, Not Depreciated	<u>9,238,176</u>	<u>3,485,287</u>	<u>3,458,650</u>	<u>9,264,813</u>
Capital assets, being depreciated:				
Infrastructure	8,265,280	3,193,285	-	11,458,565
Equipment	-	172,253	-	172,253
Less accumulated depreciation	<u>(4,436,900)</u>	<u>(436,330)</u>	<u>-</u>	<u>(4,873,230)</u>
Total Capital Assets Depreciated, Net	<u>3,828,380</u>	<u>2,929,208</u>	<u>-</u>	<u>6,757,588</u>
Total Capital Assets, Net	<u>\$ 13,066,556</u>	<u>\$ 6,414,495</u>	<u>\$ 3,458,650</u>	<u>\$ 16,022,401</u>

Depreciation of \$436,330 was charged to physical environment.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE F – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2023:

Bonds payable at October 1, 2022	\$ 18,914,173
Principal payments	(696,000)
Debt cancellation	<u>(1,987,173)</u>
Bonds payable at September 30, 2023	16,231,000
Bond premium, net	<u>164,262</u>
Bonds Payable, Net at September 30, 2023	<u><u>\$ 16,395,262</u></u>

Long-term debt is comprised of the following:

\$10,545,000 Capital Improvement Revenue Bonds, Series 2021 due in annual principal installments, beginning May 1, 2022. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2021, at various rates ranging from 2.4% to 4.0% with a maturity date of May 1, 2051. Current portion is \$225,000.

\$ 10,110,000

\$7,096,000 Capital Improvement Revenue Refunding Bonds, Series 2021 due in annual principal installments, beginning May 1, 2022. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2021, at various rates ranging from 1.009% to 2.593% with a maturity date of May 1, 2035. Current portion is \$458,000.

\$ 6,121,000

\$27,740,000 Series 2004A and \$15,200,000 Series 2004B Capital Improvement Revenue Bonds. These bonds were issued to finance the costs of the 2004 Project. The Series 2004B were repaid in full in a prior year. In the absence of available funds, the scheduled debt service payments due beginning May 1, 2010, had not been paid. As a result of the non-payments, the Series 2004A bonds were trifurcated in August 2019. The remaining amount due on the Series 2004A-1 Bonds, originally \$8,195,000, were cancelled in a prior year. The remaining amount due on the Series 2004A-2 bonds, originally \$8,285,000, were refunded in a prior year. The unexchanged portion of the Series 2004A bonds still outstanding were cancelled following a final distribution during the current year.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE F – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2023 are as follows:

Year Ending September 30,	Principal	Interest	Total
2024	\$ 683,000	\$ 486,010	\$ 1,169,010
2025	700,000	474,393	1,174,393
2026	712,000	461,591	1,173,591
2027	726,000	447,813	1,173,813
2028	740,000	431,903	1,171,903
2029-2033	3,997,000	1,884,905	5,881,905
2034-2038	2,763,000	1,356,509	4,119,509
2039-2043	1,930,000	1,018,544	2,948,544
2044-2048	2,335,000	616,600	2,951,600
2049-2051	1,645,000	133,400	1,778,400
Totals	<u>\$ 16,231,000</u>	<u>\$ 7,311,668</u>	<u>\$ 23,542,668</u>

Summary of Significant Bonds Resolution Terms and Covenants

The Trust Indenture established certain restrictions and requirements relating to the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service.

**CFM Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE F – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purpose is as follows:

Reserve Funds

The Series 2021 Reserve Account was funded from the proceeds of the Series 2021 Bonds in an amount equal to 50 percent of the maximum annual debt service for the Series 2021 Capital Improvement Revenue Bonds. Monies held in the reserve accounts will be used for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2023:

	Reserve Balance	Reserve Requirement
Series 2021 Capital Improvement Revenue Bonds	\$ 291,916	\$ 291,916

NOTE G – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. These risks are covered by commercial insurance from independent third parties. There were no claims or settled claims from these risks for each of the past three years.

NOTE H – RELATED PARTY TRANSACTIONS

During the year ended September 30, 2023, the District recorded \$107,077 in Maintenance and Operations expenses with Magnolia Landing Golf, LLC, a subsidiary of the Previous Developer.

During the year ended September 30, 2023, the District recorded \$69,933 in Maintenance and Operations expenses with Magnolia Landing Master Association, Inc. ("HOA"), the master homeowners association located in the District.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
CFM Community Development District
Lee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of CFM Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 6, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered CFM Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFM Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of CFM Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors
CFM Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether CFM Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 6, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
CFM Community Development District
Lee County, Florida

Report on the Financial Statements

We have audited the financial statements of the CFM Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated June 6, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated June 6, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and communicate the results of our determination as to whether or not CFM Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify of the specific conditions met. In connection with our audit, we determined that the CFM Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



To the Board of Supervisors
CFM Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2023 for CFM Community Development District. It is management's responsibility to monitor the CFM Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the CFM Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation, defined as individuals or entities that receive 1099s, was paid in the last month of the District's fiscal year: 0
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, defined as entities or individuals that receive 1099s, whether paid or accrued, regardless of contingency: \$22,653
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: The District recorded \$3,485,287 in Series 2021 capital project expenditures.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see below.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the CFM Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund \$671.26 and Debt Service \$878 – \$1,500.
- 2) The amount of special assessments collected by or on behalf of the District: \$1,929,745.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: \$6,121,000 and \$10,110,000 bonds outstanding, maturing in May 2035 and May 2051.

To the Board of Supervisors
CFM Community Development District

	Original Budget	Actual	Variance With Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 707,968	\$ 710,050	\$ 2,082
Investment earnings	-	17,421	17,421
Total Revenues	<u>707,968</u>	<u>727,471</u>	<u>19,503</u>
Expenditures			
Current			
General government	163,906	183,239	(19,333)
Physical environment	544,062	509,204	34,858
Capital outlay	-	172,253	(172,253)
Total Expenditures	<u>707,968</u>	<u>864,696</u>	<u>(156,728)</u>
Net change in fund balances	<u>-</u>	<u>(137,225)</u>	<u>(137,225)</u>
Fund Balances - Beginning of year	<u>-</u>	<u>713,066</u>	<u>713,066</u>
Fund Balnces - End of year	<u>\$ -</u>	<u>\$575,841</u>	<u>\$ 575,841</u>

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
CFM Community Development District

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 6, 2024



**Berger, Toombs, Elam,
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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
CFM Community Development District
Lee County, Florida

We have examined CFM Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2023. Management is responsible for CFM Community Development District's compliance with those requirements. Our responsibility is to express an opinion on CFM Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about CFM Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on CFM Community Development District's compliance with the specified requirements.

In our opinion, CFM Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2023.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 6, 2024

Tab 5



Rizzetta & Company

CFM Community Development District

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Approved Proposed Budget Fiscal Year 2024/2025

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Rizzetta & Company

Proposed Budget
CFM Community Development District
General Fund
Fiscal Year 2024/2025

	Chart of Accounts Classification	Actual YTD through 06/30/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs. 2023/2024	Comments
1								
2	REVENUES							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 32,768	\$ 43,691	\$ -	\$ 43,691	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ 912,424	\$ 912,424	\$ 909,719	\$ 2,705	\$ 1,018,303	\$ 108,584	
8								
9	TOTAL REVENUES	\$ 945,192	\$ 912,424	\$ 909,719	\$ 46,396	\$ 1,018,303	\$ 108,584	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$ 945,192	\$ 912,424	\$ 909,719	\$ 46,396	\$ 1,018,303	\$ 108,584	
12								
13								
14	EXPENDITURES - ADMINISTRATIVE							
15								
16	Legislative							
17	Supervisor Fees	\$ 5,800	\$ 7,733	\$ 10,000	\$ 2,267	\$ 10,000	\$ -	Est. 10 meetings per year, \$ 200.00 per Supervisor
18	Financial & Administrative							
19	Administrative Services	\$ 4,512	\$ 6,016	\$ 6,016	\$ -	\$ 6,196	\$ 180	3% Increase
20	District Management	\$ 14,538	\$ 19,384	\$ 19,384	\$ -	\$ 19,966	\$ 582	3% Increase
21	District Engineer	\$ 61,742	\$ 82,323	\$ 50,000	\$ (32,323)	\$ 60,000	\$ 10,000	
22	Disclosure Report	\$ 4,000	\$ 4,000	\$ 6,500	\$ 2,500	\$ 6,500	\$ -	Lerner agreement for disclosure
23	Trustees Fees	\$ 8,082	\$ 10,776	\$ 8,082	\$ (2,694)	\$ 8,082	\$ -	Trustee fees with incidentals
24	Assessment Roll	\$ 5,570	\$ 5,570	\$ 5,570	\$ -	\$ 5,737	\$ 167	3% Increase
25	Financial & Revenue Collections	\$ 4,173	\$ 5,564	\$ 5,570	\$ 6	\$ 5,737	\$ 167	3% Increase
26	Accounting Services	\$ 15,040	\$ 20,053	\$ 20,053	\$ (0)	\$ 20,655	\$ 602	3% Increase
27	Auditing Services	\$ 4,120	\$ 4,120	\$ 4,120	\$ -	\$ 4,120	\$ -	As per new agreement with BTEGF
28	Arbitration/Rebate Calculation	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	Series 2021 and Series 2021 Refunding
29	Miscellaneous Mailings	\$ 1,100	\$ 1,467	\$ 400	\$ (1,067)	\$ 400	\$ -	
30	Bank Fees	\$ 217	\$ 217	\$ -	\$ (217)	\$ -	\$ -	
31	Public Officials Liability Insurance	\$ 3,458	\$ 3,458	\$ 4,009	\$ 551	\$ 3,804	\$ (205)	As per Estimate provided by Egis
32	Legal Advertising	\$ 2,785	\$ 3,713	\$ 2,600	\$ (1,113)	\$ 2,600	\$ -	
33	Dues, Licenses & Fees							
34	Property Taxes	\$ 735	\$ 735	\$ 735	\$ -	\$ 735	\$ -	Department of Economic Opportunity \$ 175.00 Filing Fee plus NPDES Permit Fees \$ 560.00.
35	Tax Collector/Property Appraiser Fees	\$ 1,084	\$ 1,084	\$ 1,084	\$ -	\$ 1,084	\$ -	Lee County Solid Waste Assessment
36	Website Hosting, Maintenance, Backup (and Email)	\$ 1,800	\$ 2,400	\$ 3,699	\$ 1,299	\$ 3,699	\$ -	Lee County Tax Collector Fees \$ 1.00 per parcel Email hosting and website monitoring. ADA Compliant site \$ 1,299 per year.
37	Legal Counsel							
38	District Counsel	\$ 21,833	\$ 29,111	\$ 30,000	\$ 889	\$ 30,000	\$ -	
39								
40	Administrative Subtotal	\$ 161,611	\$ 208,745	\$ 178,843	\$ (29,902)	\$ 190,337	\$ 11,494	
41								
42	EXPENDITURES - FIELD OPERATIONS							
43								
44	Electric Utility Services							
45	Utility Services							
46	Street Lights	\$ 42,748	\$ 56,997	\$ 45,400	\$ (11,597)	\$ 77,000	\$ 31,600	Includes 5 new fountains electrical costs at avg \$ 270 per month.
47	Stormwater Control	\$ 76,985	\$ 102,647	\$ 97,000	\$ (5,647)	\$ 110,000	\$ 13,000	
48	Aquatic Maintenance	\$ 17,216	\$ 22,955	\$ 29,856	\$ 6,901	\$ 30,270	\$ 414	Solitude Agreement with proposed increase
49	Fountain Service Repairs & Maintenance	\$ 4,650	\$ 6,200	\$ 23,900	\$ 17,700	\$ 23,900	\$ -	Fountain maintenance \$ 11,900 per year plus \$ 12, 000 for parts.
50	Water Use Monitoring	\$ 9,735	\$ 12,980	\$ 12,000	\$ (980)	\$ 13,200	\$ 1,200	Chloride and Water Use Pumpage Monitoring and Reporting as per agreement.
51	Lake/Pond Bank Maintenance	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	Mettauer Environmental Agreement
52	Wetland Monitoring & Maintenance	\$ 52,687	\$ 70,249	\$ 57,813	\$ (12,436)	\$ 67,813	\$ 10,000	
53	Other Physical Environment	\$ 4,086	\$ 4,086	\$ 4,738	\$ 652	\$ 4,495	\$ (243)	As per Egis estimate.
54	General Liability Insurance	\$ 4,008	\$ 4,008	\$ 3,416	\$ (592)	\$ 4,529	\$ 1,113	As per Egis estimate.
55	Property Insurance	\$ 634	\$ 634	\$ 421	\$ (213)	\$ 421	\$ -	As per Egis estimate.
56	Flood Insurance	\$ 182,424	\$ 243,232	\$ 200,032	\$ (43,200)	\$ 240,038	\$ 40,006	Projection depending on final RFP
57	Landscape Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
58	Irrigation Repairs	\$ 2,082	\$ 2,776	\$ 30,800	\$ 28,024	\$ 30,800	\$ -	Mulch and Ground cover
59	Landscape Miscellaneous	\$ 1,100	\$ 1,467	\$ 20,000	\$ 18,533	\$ 20,000	\$ -	
60	Landscape Replacement Plants, Shrubs, Trees							
61	Road & Street Facilities							
62	Street/ Parking Lot Sweeping	\$ -	\$ -	\$ 6,500	\$ 6,500	\$ 6,500	\$ -	Sidewalk and curb pressure washing
63	Sidewalk Repair & Maintenance	\$ 7,450	\$ 9,933	\$ 15,000	\$ 5,067	\$ 15,000	\$ -	
64	Street Sign Repair & Replacement	\$ 17,539	\$ 23,385	\$ 4,000	\$ (19,385)	\$ 4,000	\$ -	
65	Roadway Repair & Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
66	Contingency							
67	Miscellaneous Contingency	\$ 16,464	\$ 21,952	\$ 20,000	\$ (1,952)	\$ 20,000	\$ -	
68								
69	Field Operations Subtotal	\$ 439,808	\$ 583,501	\$ 730,876	\$ 147,375	\$ 827,966	\$ 97,090	
70								
71	Contingency for County TRIM Notice	\$ -						
72								
73	TOTAL EXPENDITURES	\$ 601,419	\$ 792,246	\$ 909,719	\$ 117,473	\$ 1,018,303	\$ 108,584	
74								
75	EXCESS OF REVENUES OVER EXPENDITURES	\$ 343,773	\$ 120,178	\$ -	\$ 163,868	\$ -	\$ -	

CFM Community Development District			
Debt Service			
Fiscal Year 2024/2025			
Chart of Accounts Classification	Series 2021	Series 2021 (Refunding)	Budget for 2024/2025
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$584,160.00	\$584,306.53	\$1,168,466.53
TOTAL REVENUES	\$584,160.00	\$584,306.53	\$1,168,466.53
EXPENDITURES			
Administrative			
Debt Service Obligation	\$584,160.00	\$584,306.53	\$1,168,466.53
Administrative Subtotal	\$584,160.00	\$584,306.53	\$1,168,466.53
TOTAL EXPENDITURES	\$584,160.00	\$584,306.53	\$1,168,466.53
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Lee County Early Payment Discounts (4%):	4.0%
GROSS ASSESSMENTS	<u><u>\$1,217,152.64</u></u>

Notes:
⁽¹⁾ Maximum Annual Debt Service less any Prepaid Assessments Received
Tax Roll Early Payment Discount is 4.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

CFM COMMUNITY DEVELOPMENT DISTRICT					
FISCAL YEAR 2024/2025 O&M & DEBT SERVICE ASSESSMENT SCHEDULE					
2024/2025 O&M Budget:			\$1,018,303.04	2023/2024 O&M Budget	\$909,719.20
Early Payment Discounts:		4%	\$42,429.29	2024/2025 O&M Budget	\$1,018,303.04
Tax Collector Fee (\$1.84 PER PARCEL / LINE)			\$1,994.56		
2024/2025 Total			<u>\$1,062,726.89</u>	Total Difference	<u>\$108,583.84</u>
Lot Size		Assessment Breakdown		Per Unit Annual Assessment Comparison	
				2023/2024	2024/2025
Residential	Series 2021 (Refunding) Debt Service Operations/Maintenance			\$1,110.68	\$1,110.68
				\$862.51	\$965.24
	Total		\$1,973.19	\$2,075.92	\$102.73
Golf Course	Series 2021 (Refunding) Debt Service Operations/Maintenance			\$1,110.68	\$1,110.68
				\$862.51	\$965.24
	Total		\$1,973.19	\$2,075.92	\$102.73
35' Twin Villa	Series 2021 Debt Service Operations/Maintenance			\$875.00	\$875.00
				\$862.51	\$965.24
	Total		\$1,737.51	\$1,840.24	\$102.73
Single Family 50	Series 2021 Debt Service Operations/Maintenance			\$1,250.00	\$1,250.00
				\$862.51	\$965.24
	Total		\$2,112.51	\$2,215.24	\$102.73
Single Family 60'	Series 2021 Debt Service Operations/Maintenance			\$1,500.00	\$1,500.00
				\$862.51	\$965.24
	Total		\$2,362.51	\$2,465.24	\$102.73

Proposed Increase / Decrease	
\$	%
\$0.00	0.00%
\$102.73	11.91%
\$102.73	5.21%
\$0.00	0.00%
\$102.73	11.91%
\$102.73	5.21%
\$0.00	0.00%
\$102.73	11.91%
\$102.73	5.91%
\$0.00	0.00%
\$102.73	11.91%
\$102.73	4.86%
\$0.00	0.00%
\$102.73	11.91%
\$102.73	4.35%

CFM COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,018,303.04
EARLY PAYMENT DISCOUNT @	4.0%	\$42,429.29
⁽⁷⁾ TAX COLLECTOR FEE (\$1.84 PER PARCEL / LINE)		\$1,994.56
TOTAL O&M ASSESSMENT		\$1,062,726.89

UNITS ASSESSED			
LOT SIZE	O&M	SERIES 2021 DEBT SERVICE ⁽¹⁾	SERIES 2021 (REFUNDING) DEBT SERVICE ⁽²⁾
35' Twin Villa	152	152	0
Single Family 50'	336	336	0
Single Family 60'	37	37	0
Residential	558	0	530
Golf Course	18	0	18
Total Community	1101	525	548

ALLOCATION OF O&M ASSESSMENT			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	152.00	13.81%	\$146,716.16
1.00	336.00	30.52%	\$324,319.92
1.00	37.00	3.36%	\$35,713.80
1.00	558.00	50.68%	\$538,602.73
1.00	18.00	1.63%	\$17,374.28
	1101.00	100.00%	\$1,062,726.89

PER LOT ANNUAL ASSESSMENT			
O&M	SERIES 2021 DEBT SERVICE ⁽³⁾	SERIES 2021 (REFUNDING) DEBT SERVICE ⁽⁴⁾	TOTAL ⁽⁵⁾
\$965.24	\$875.00	\$0.00	\$1,840.24
\$965.24	\$1,250.00	\$0.00	\$2,215.24
\$965.24	\$1,500.00	\$0.00	\$2,465.24
\$965.24	\$0.00	\$1,110.68	\$2,075.92
\$965.24	\$0.00	\$1,110.68	\$2,075.92

LESS: Lee County Collection Costs (\$1.84 per parcel / line) and Early Payment Discounts (4%):

Net Revenue to be Collected:

(\$44,423.85)

\$1,018,303.04

⁽¹⁾ Reflects the number of total lots with Series 2021 debt outstanding.

⁽²⁾ Reflects the number of total lots with Series 2021 (Refunding) debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2021 bond issue. Annual assessment includes principal, interest, and early payment discount costs (4%).

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2021 (Refunding of Series 2004A-2) bond issue. Annual assessment includes principal, interest, and early payment discount costs (4%).

⁽⁵⁾ Annual assessment that will appear on November 2024 Lee County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).



Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.



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Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.



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Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Tab 6

RESOLUTION 2024-04
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE CFM COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the CFM Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the CFM Community Development District for the Fiscal Year Ending September 30, 2025.”
- c. The Adopted Budget shall be posted by the District Manager on the District’s official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST 2024.

ATTEST:

CFM COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A
Fiscal Year 2024/2025 Final Budgets

Tab 7

RESOLUTION 2024-05
[FY 2025 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CFM Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Lee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2025 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on **December 1, 2024**; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **December 1, 2024**, **25%** due no later than **February 1, 2025**, and **25%** due no later than **May 1, 2025**.

- ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2024**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **December 1, 2024**, **25%** due no later than **February 1, 2025**, and **25%** due no later than **May 1, 2025**.
- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August 2024.

ATTEST:

CFM COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

EXHIBIT A

Fiscal Year 2024/2025 Budget(s)

EXHIBIT B
Assessment Roll

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.

Tab 8

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2024

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

AND: **CFM COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

A. STANDARD ON-GOING SERVICES. The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the



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additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

V. **TERM.** The District Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. **FEES AND EXPENSES; PAYMENT TERMS.**

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.



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- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.



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- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. RESPONSIBILITIES.**
- A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. TERMINATION.** This Contract may be terminated as follows:
- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein.
- B.** By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.
- C.** By the District Manager or District, for any reason, upon provision of a minimum of



sixty (60) days written (electronic) notice of termination to the address noted herein.

- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Lee County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs,



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and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. WAIVER OF DAMAGES. The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.



XV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
- E.** If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager 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.



- XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) 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 and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 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 the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager'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 the District Manager, the District Manager 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 THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

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



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With a copy to:

Kutak Rock LLP
107 W. College Avenue
Tallahassee, FL 32301
Attn: District Counsel

If to the District Manager:

Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 Contract 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 the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. 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 herein.

- XIX. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the District Manager and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract 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 Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or



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corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.

- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager 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 of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract 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.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
 - C.** If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.



XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXIV. FORCE MAJEURE. The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXV. DISLCOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(Remainder of this page is left blank intentionally)



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Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: _____

CFM COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: Chairman/Vice Chairman
DATE: _____

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – Municipal Advisor Disclaimer



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Exhibit D – Public Records Request Policy

EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.



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14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
 15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:



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- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:



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- a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
 - a) Vendor Contract completion status



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- b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
 - 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
 - 4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
 - 5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- E. Purchasing
- 1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
 - 2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
 - 3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.
- F. Risk Management
- 1. Prepare and follow risk management policies and procedures.
 - 2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
 - 3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
 - 4. Review insurance policies and coverage amounts of District vendors.
 - 5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
 - 6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

- A. Administer Prepayment Collection:



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1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original



development plan maybe be required to ensure adequate collection of assessment revenue.

- b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.



ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services shall be billed monthly pursuant to the following schedule:

	MONTHLY	ANNUAL
Management:	\$1,663.83	\$19,966
Administrative:	\$ 516.33	\$ 6,196
Accounting:	\$1,721.25	\$20,655
Financial & Revenue Collections:	\$ 478.08	\$ 5,737
Assessment Roll (1):		\$ 5,737
Total Standard On-Going Services:	\$4,379.49	\$58,291

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.



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ADDITIONAL SERVICES:

	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 180.25
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 180.25
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00



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LITIGATION SUPPORT SERVICES:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00



EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the



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Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



Tab 9

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2024/2025, 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 the Lee County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority, a schedule of its regular meetings.

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

Section 1. The Fiscal Year 2024/2025 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.

ATTEST:

**CFM COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY / ASST. SECRETARY

CHAIRMAN / VICE CHAIRMAN

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
CFM COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025

October 17, 2024
November 21, 2024
December 19, 2024
January 16, 2025
February 20, 2025
March 20, 2025
April 17, 2025
May 15, 2025
June 19, 2025
July 17, 2025
August 21, 2025
September 18, 2025

All meetings will convene at 11:30 a.m. and will be held at the office of the District Manager, Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Tab 10



Reply to
Richard B. Akin, II, Esquire
Direct Fax Number 239.344.1554
Direct Dial Number 239.344.1182
E-Mail: richard.akin@henlaw.com

July 25, 2024

VIA EMAIL

CFM Community Development District
c/o Tucker Mackie, Esquire
Kutak Rock, LLP
107 W. College Avenue
Tallahassee, Florida 32301

Re: **Engagement Letter** – CFM Community Development District –
Traffic Signal

Dear Tucker:

Pursuant to our recent telephone calls, please accept this as a letter of engagement for legal services in connection with the above-referenced matter. We will provide legal services to CFM Community Development District (“CFM”) consisting of a review of the requirements for signalization at the intersection of US 41 and Magnolia Landing Lane. Specifically, you have asked that we review whether CFM has any obligation under the existing entitlements (including the zoning and DRI) to pay for and install a traffic signal at the intersection.

Our legal fees will be based, in principal part, upon the number of hours spent by attorneys, paralegals and others on CFM’s behalf. I will be the lead attorneys on this matter and my current hourly rate is \$460.00 per hour. My associate, Colten Thomas will also work on this matter and his hourly rate is 285.00. I anticipate that the review of this matter will involve up to 10 hours of attorney time.

With respect to disbursements, we charge separately for certain costs and disbursements, including facsimile, delivery services, and other communication costs; photocopies; computer research, travel and other expenses incurred on the client’s behalf. Attached hereto is a list of current charges, however, I do not anticipate the need for any such charges as part of this review.

Henderson, Franklin, Starnes & Holt, P.A.

Generally, it is our practice is to bill out our files on a monthly basis, usually during the first 10 days of every month. Statements are due when rendered, and we would appreciate payment during the month in which the statement is received. If amounts due remain outstanding for more than 30 days, we reserve the right to charge interest on outstanding amounts at the maximum rate allowed by law.

The client may, at any time, terminate our relationship on written notice and we will immediately cease performing services after receiving such notice. Of course, the client will be obligated to pay the fees due for any services rendered and costs incurred before such termination. If the client wishes copies of our files, we can make arrangements to copy them for the client at the client's expense.

We may terminate our engagement for any reason permitted under the Rules of Professional Conduct in Florida which reasons include the failure to pay bills promptly or any other acts or circumstances which, in our judgment, impair or adversely affect the attorney/client relationship between us or conflict with our professional responsibilities. We have performed a conflicts check for possible conflicts of interest that may exist in connection with our representation of you in this matter and, based upon currently available information, have determined that no such conflicts exist. In the event any such conflict is discovered during our representation, it will be handled as required under the Florida Bar Rules. Please note that our firm is required to register as a lobbyist with Lee County for any work done with Lee County elected officials or staff, and to identify our clients for whom we are engaged in these services. This requirement will likely apply to this matter.

It is our firm's general practice to require a retainer before beginning work on a new matter such as this. However, as a courtesy we will forego a retainer at this time subject, of course, to timely payment of future invoices.

If the above terms are acceptable, please sign on the line provided below and return a copy of the signed letter to me at your convenience. Thank you for the opportunity to be of service, and I look forward to working with you on this matter.

Sincerely,

Richard Akin

Richard Akin

RBA/

Reviewed and accepted this _____ day of _____, 2024.

CFM Community Development District

By: _____

Print Name: _____

Title: _____

CLIENT COSTS AND CHARGES

Revised: January 1, 2024

Listed below are the most frequently encountered charges billed to clients for various costs and disbursements (any charges not specifically listed below are billed at actual cost):

Telephone Charges:

Local & Long Distance.....	no charge
Overseas	actual cost

Binding of Materials

Up to 1"	2.50
1" up to 2"	4.00

Photocopies

Black & White	.15 per page
Color	.50 per page

Poster Printer Sheets 5.00 per sheet

Poster Foam Board 7.00 per board

Mileage

Effective 7/1/2022.....	.655 per mile
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Facsimile Charges:

Local Outgoing — E1044	No Charge
Long Distance Outgoing — E1045.....	.50 per page

Postage U.S. Post Office rates

Delivery Services:

Outside Courier	Actual Cost
In-House Support Services Messenger Delivery	10.00
In-House Support Services Messenger Delivery Rush (one hour or less)	15.00
Federal Express (Standard Next Day Letter)	zone rate
UPS (Standard Next Day Letter)	zone rate
Other Shipments.....	charged at cost
Closed File Retrieval	7.00
Closed File Retrieval — Same Day.....	50.00

Computer-Aided Services:

WESTLAW.....	actual costs incurred
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Routine expense charges will be advanced by the firm and added to the client's invoice for payment. Non-routine expense charges of significant amounts may require payment directly by the client or that an expense retainer be established.

Tab 11



June 12, 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 (2) 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.
- 4.2 Landscape Planting Plans: Indicating location, size, quantity, and species of proposed planting, including plant lists and specifications and planting notes, for the

OPI - Outside Production Inc

5644 Tavilla Cir, Suite 207

Naples, Florida 34110

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

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.

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

General Project Coordination		\$ 2,000.00
Task 1	Conceptual Design	\$ 3,000.00
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: \$14,000.00 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*

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. 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 12

MEMORANDUM

TO: DISTRICT MANAGERS

FROM: KUTAK ROCK LLP - TALLAHASSEE

DATE: MAY 17, 2024

RE: RECENTLY ENACTED 2024 LEGISLATION

[HB 7013](#)—the 2024 special districts omnibus bill—has been signed by Governor DeSantis. As a result, special districts have new requirements and deadlines spelled out in statute.

Among other things the bill:

- Requires all special districts to adopt goals and objectives along with performance measures and standards to determine if a district has met its goals and objectives; **this must be done by October 1, 2024**. We encourage District Managers to prepare standardized draft goals and objectives to be adopted by district boards. Although some district boards may wish to establish more detailed goals and objectives specifically tailored to the activities of their particular district, the majority may wish to adopt standardized goals and objectives that are germane to special districts. Kutak Rock would like to review proposed goals and objectives prior to presentation to district boards.
 - Each subsequent year, an annual report must be prepared describing the goals and objectives achieved or failed to be achieved by the district, as well as the performance measures and standards used by the district to make this determination. The annual report must be posted on the district's website by December 1. **The first of these annual reports is due December 1, 2025.**
- Beginning with the 2024 elections, establishes a term limit of 12 years for members of a **popularly elected** body governing an independent special district, unless the district's charter provides for more restrictive terms of office. The term limits **do not apply** to community development districts created under Chapter 190, F.S., or an independent special district created pursuant to a special act that provides that "any amendment to chapter 190 to grant additional powers constitutes a power of that district."
- Allows the Department of Commerce to declare certain independent special districts (**excluding community development districts**) and community redevelopment districts

inactive if they report no revenue, expenditures, or debt for five consecutive years beginning no earlier than Oct. 1, 2018.

- States that independent special district boundaries shall only be changed by general law or special act. This language **does not apply** to a community development district established pursuant to Chapter 190, F.S.

Tab 13



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** September 19, 2024
- **FY 2022-2023 Audit Completion Deadline:** Completed
- **Next Election (Seats 1,2 & 5):** November 5, 2024

District Manager's Report

August 8

2024

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FINANCIAL SUMMARY

6/30/2024

General Fund Cash Balance	\$930,536
Debt Service Fund Investment Balance	\$554,491
Capital Projects Fund Investment Balance	\$313
Total Cash and Investment Balances	\$1,485,340
General Fund Expense Variance:	\$86,359 Under Budget



Rizzetta & Company

Landscaping RFP Packet – We are still working on the mapping. Johnson Engineering has been working diligently on the mapping. We will provide a draft for review by the Board shortly for review by the Board.

GIS Updates – The Board will need to discuss the GIS Updates and what the Board would like to see on the site. We will need to discuss with the District Engineer exactly what infrastructure would need to be added.