



Rizzetta & Company

# CFM Community Development District

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**Board of Supervisors' Meeting  
June 11, 2026**

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

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

**CFM  
COMMUNITY DEVELOPMENT DISTRICT**

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

www.cfmccd.org

<b>Board of Supervisors</b>	Sue Streeter Todd Gile James Keneth Pate Brian McGibbon Mary Lieberman	Chair Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Tucker Mackie	Kutak Rock, LLP
<b>District Engineer</b>	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.

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June 03, 2026

**Board of Supervisors  
CFM Community  
Development District**

**AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, June 11, 2026, 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 21, 2026 ..... Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for the Month of April 2026 ..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration of the Audit Committee Recommendations
  - B. Consideration of Proposed Contract Amendments to Maintain the Lakes and Lake Banks in Parcels F & G..... Tab 3
    - 1. Solitude Lake Management
    - 2. Yellowstone Landscape
  - C. Presentation of the Proposed Budget for Fiscal Year 2026/2027
    - 1. Consideration of Resolution 2026-03, Approving a Proposed Budget for Fiscal Year 2026/2027 and Setting a Public Hearing Thereon ..... Tab 4
- 5. STAFF REPORTS**
  - A. Landscape Inspection Services
  - B. District Counsel
  - C. District Engineer
  - D. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. PUBLIC COMMENT**
- 8. ADJOURNMENT**

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

Very truly yours,

*Belinda Blandon*

Belinda Blandon  
District Manager

cc: Tucker Mackie, Kutak Rock, LLP

# Tab 1

**MINUTES OF MEETING**

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

**CFM COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the CFM Community Development District was held on **Thursday, May 21, 2026, 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:

Sue Streeter	<b>Board Supervisor, Chairman</b>
Todd Gile	<b>Board Supervisor, Vice Chairman</b>
Brian McGibbon	<b>Board Supervisor, Assistant Secretary</b>
Mary Lieberman	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Kelly Thomas	<b>Administrative Assistant, Rizzetta &amp; Company, Inc.</b>
Tucker Mackie	<b>District Counsel, Kutak Rock, LLP</b> <b>(via cell phone)</b>
Christian Mumme	<b>District Engineer, Johnson Engineering</b>
Spencer Gonzales	<b>Landscape Inspection Services</b>
Christopher Rodriguez	
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 opened the floor for public comment.

Mr. Sigler addressed the Board regarding traffic enforcement.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held  
on April 16, 2026**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on April 16, 2026, and asked if there were any questions, comments, or changes to the minutes. There were none.

On a Motion by Ms. Streeter, seconded by Ms. Liberman, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on April 16, 2026, for the CFM Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of the Operations and Maintenance Expenditures for the Month of March 2026**

Ms. Blandon advised that operations and maintenance expenditures for the period of March 1-31, 2026 totaled \$83,621.35. She asked if there were any questions. There were none.

On a Motion by Mr. Gile, seconded by Mr. McGibbon, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of March 2026, totaling \$83,621.35, for the CFM Community Development District.

**FIFTH ORDER OF BUSINESS**

**Discussion and Consideration of Request from HOA for a Porta Potty**

Ms. Blandon advised that the HOA Board requested the installation of a Porta Potty for Sunrise personnel, to be placed on CDD property near the driving range. Sunrise agreed to install, maintain, and landscape the area. After discussion and vote the Board directed District Counsel to draft a license agreement, including emergency procedures, for review at the next meeting.

On a Motion by Mr. Gile seconded by Ms. Lieberman with all in favor, the Board Approved for District Counsel to Prepare a License Agreement related to Placement and Maintenance of a Porta Potty on District Property, for the CFM Community Development District.

**SIXTH ORDER OF BUSINESS**

**Discussion Regarding Requests for Additional Signage for Crosswater**

The Board discussed a request from the Safety Committee for additional signage to be installed on Crosswater. After extensive discussion, the Board decided not to take action on the requested signs. The issue can be revisited if it becomes a major safety hazard.

**SEVENTH ORDER OF BUSINESS**

**Discussion Regarding Traffic Enforcement**

The District Manager informed the Board that the HOA board previously requested traffic enforcement from the sheriff's office. The sheriff's office clarified that the CDD owns the roadways and must lead enforcement efforts and is willing to meet. She advised that

engaging off-duty officers would cost \$400-\$500 per four-hour shift. It was noted that residents are now the primary speeders and that enforcement would apply to all violations, including those involving golf carts. After discussion, the Board agreed for Staff to set up a meeting with the sheriff's office including Supervisor Gile and a member of the HOA board to discuss the issues and report back.

**EIGHTH ORDER OF BUSINESS**

**Discussion Regarding Irrigation Systems and Ongoing Issues**

The Board discussed the irrigation systems and ongoing issues. After extensive discussion the Board requested for a joint meeting to take place with the CDD board, HOA board, and both vendors (Yellowstone for the CDD, Sunrise for HOA) to create a unified repair plan. It was suggested the CDD and HOA enter into a cost-share agreement based on the percentage of area serviced by each controller.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution # 2026-01 Reappointing Assistant Treasurer**

Ms. Blandon informed the Board that Shawn Wildermuth has retired. Susan Garcia would be designated as Assistant Treasurer to replace him.

On a Motion by Mr. Gile seconded by Mr. McGibbon with all in favor, the Board Approved for Resolution # 2026-01 Reappointing Ms. Susan Garcia the Assistant Treasurer, for the CFM Community Development District.

**TENTH ORDER OF BUSINESS**

**Presentation of Registered Voter Count**

Ms. Blandon informed the Board that as of April 15, 2026, the number of registered voters residing within the District was 1,371.

**ELEVENTH ORDER OF BUSINESS**

**Appointment of an Audit Committee and scheduling of the First Meeting**

Ms. Blandon advised the Board that an Audit RFP would need to take place and discussed the process.

On a Motion by Mr. Gile seconded by Mr. McGibbon with all in favor, the Board appointed all of the current Supervisors to serve on the audit committee scheduling the first meeting to take place on June 11, 2026 prior to the onset of the special meeting, for the CFM Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Review of the Revised Rules of  
Procedure and Consideration of  
Resolution # 2026-02 Setting a Public  
Hearing**

District Counsel reviewed the revised rules of procedures with the Board and responded to questions.

On a Motion by Mr. Gile seconded by Mr. McGibbon with all in favor, the Board Adopted Resolution # 2026-02 setting the Public Hearing on the Revised Rules of Procedure to take be held on August 20, 2026 at the Office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, for the CFM Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

- A. Landscape Inspection Report  
Spencer Gonzales provided the Board with his report. He informed the Board that weed pressure has declined. There are dead trees on Magnolia Landing Lane that need to be addressed. Maintenance needs to extend to the fence at Cherry Palm, and the hedge facing US-41 requires better trimming.
  
- B. District Counsel  
The Board held extensive discussion regarding the acquisition process and ongoing maintenance of parcels F&G. The Board discussed taking over maintenance of parcels F & G with the punch list items pending. The Board discussed the updated punch list which includes two non-operational wells, required signage, and dead trees along Calle Corta. After discussion the board approved a motion for staff to obtain proposals and draft amendments to existing contracts to begin maintenance of these parcels. The updated punch list will be sent to Forestar.

On a Motion by Ms. Streeter seconded by Ms. Lieberman with all in favor, the Board Approved for Staff to Obtain Proposals and Draft Amendments to Existing Contracts to Begin Maintenance Parcels F & G, for the CFM Community Development District.

- C. District Engineer  
The District Engineer reported that the South Florida Water Management District issued a notice of non-compliance for signs and structural buffers in parcels F, G, L, N, and O. It was confirmed that Forestar is responsible for signage installation. A site visit is scheduled for June 5, 2026.
  
- D. District Manager  
The District Manager discussed that the regular June Meeting date will need to be moved to the 11th at 11:30 AM to ensure budget approval before the June 15th

statutory deadline. The District Manager also discussed dates for a budget workshop.

**FOURTEENTH ORDER OF BUSINESS**                      **Supervisor Requests and Comments**

Ms. Blandon opened the floor to Supervisor requests and comments. There were none.

**FIFTEENTH ORDER OF BUSINESS**                      **Public Comment**

Ms. Blandon opened the floor to public comment.

Mr. Sigler addressed the Board regarding the acquisition of parcels from Forestar. He also discussed traffic enforcement.

**SIXTEENTH ORDER OF BUSINESS**                      **Adjournment**

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

On a Motion by MS. Streeter, seconded by Ms. Lieberman, with all in favor, the Board Adjourned the meeting at 1:10 p.m., for the CFM Community Development District.
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\_\_\_\_\_  
Secretary/Assistant Secretary

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

# Tab 2

# CFM COMMUNITY DEVELOPMENT DISTRICT

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## **Operation and Maintenance Expenditures April 2026 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2026 through April 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:     \$   **52,949.37**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# CFM Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Johnson Engineering, LLC	100683	8965	General Engineering Services 04/26	\$ 14,543.00
LCEC	20260415-1	6571809552-032626	Electric Summary 03/26	\$ 17,278.06
Magnolia Landing Master Association, Inc.	100680	MLM 032426	LCEC Meter 63228994 reimbursement 03/26	\$ 1,074.89
Mettauer Environmental Inc.	100684	4035	Quarterly Conservation Area Maintenance 04/26	\$ 10,250.75
Rizzetta & Company, Inc.	100678	INV0000108073	Accounting Services 04/26	\$ 4,754.67
Solitude Lake Management, LLC	100679	PSI233642	Fountain/Aerator Service & Repairs 01/26	\$ 300.00
Solitude Lake Management, LLC	100679	PSI237164	Aquatic Maintenance 02/26	\$ 2,374.00
Solitude Lake Management, LLC	100685	PSI252311	Aquatic Maintenance 04/26	<u>\$ 2,374.00</u>
<b>Report Total</b>				<b><u>\$ 52,949.37</u></b>

# Tab 3

**AMENDMENT TO ANNUAL SERVICES AGREEMENT**

PROPERTY NAME: CFM CDD - Magnolia Landing

CUSTOMER NAME: **CFM CDD - Magnolia Landing**

SERVICE DESCRIPTION: Add on eight lakes (Lake L-4, Lake 175, Lake 176, Lake 977, Lake 979, Lake 980, Lake 981, Lake 982)

EFFECTIVE DATE: **The 1st of the month following acceptance by the Customer**

SUBMITTED TO: Belinda Blandon

SUBMITTED BY: LisaMarie Strawser, Sales Supervisor

This Amendment to the Annual Services Agreement (the "Amendment") is dated as of this 19th day of March, 2026, by and between the Customer identified above ("Customer"), and SOLitude Lake Management, LLC ("SOLitude" or "Company"). By executing this Amendment, Customer and SOLitude agree to make certain amendments to the Annual Services Agreement executed between the parties on September 11, 2025 (the "Services Agreement") as further described herein.

1. **SERVICES.** The Services to remain the same.
2. **PAYMENT TERMS.** The Amendment Price is **\$10,068.00**. SOLitude shall invoice Customer **\$839.00 per month** for the Services to be provided under this Amendment. The price indicated in this Amendment shall be billed in addition to the regular monthly contract invoice amount.
3. **MISCELLANEOUS.**
  - a. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Services Agreement.
  - b. The remainder of the Services Agreement shall be and remain in full force and effect and unmodified, except as the same is specifically modified or amended hereby. All covenants, terms, obligations and conditions of the Agreement which are not modified or amended herein are hereby ratified and confirmed.
  - c. This Amendment may be executed in multiple counterparts by the parties, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
  - d. The parties acknowledge and agree that this Amendment may be executed or accepted using electronic or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative.

By signing below, the Parties agree to be bound by the terms and conditions of this Amendment and any accompanying exhibits as of the Amendment Effective Date.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**

CFM CDD - MAGNOLIA LANDING

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Customer's Address for Notice Purposes:**

\_\_\_\_\_



# Magnolia Landing CDD - Landscape Maintenance Lake Addendum 2026-2027

May 7, 2026

Pricing in this proposal is valid for 90 days from date above

**Prepared For:**

**Belinda Blandon - Senior District Manager**  
Magnolia Landing CDD  
bblandon@rizzetta.com  
239.936.0913

**Prepared By:**

**Bryan Stork - Business Development**  
Manager  
Yellowstone Landscape  
bstork@yellowstonelandscape.com  
239.253.4461



# WELCOME FROM OUR CEO

**RE: Magnolia Landing CDD - Lake Addendum**



On behalf of the thousands of Yellowstone Landscape Professionals across the United States, I want to thank you for considering us as your commercial landscape maintenance partner. It is truly an honor to be invited to care for the outdoor spaces that matter most to you, your community, and the people you serve.

For more than two decades, Yellowstone Landscape has been dedicated to one mission: delivering ***Excellence in Commercial Landscaping***. That commitment lives in the work of our teams every day - whether we're maintaining the beauty of a homeowners association, enhancing a corporate campus, or preserving the landscapes of our public institutions.

What makes Yellowstone Landscape unique isn't just the scale of our operations across the country. It's the pride and professionalism of the people who wear our logo. From the crews on your property each week to the specialists supporting irrigation, tree care, and enhancements, we share a common purpose - to ensure your landscape not only looks its best, but also functions in ways that make your property safer, more welcoming, and more sustainable.

We are grateful for the opportunity to earn your trust and to demonstrate why so many organizations rely on Yellowstone Landscape as their partner of choice.

Sincerely,

*Harry Lamberton*

Harry Lamberton

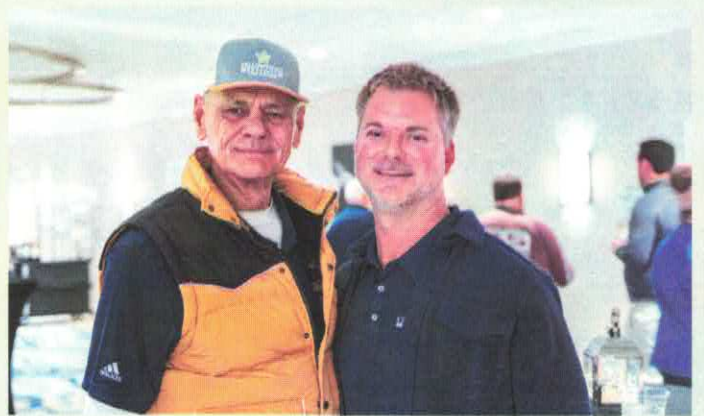
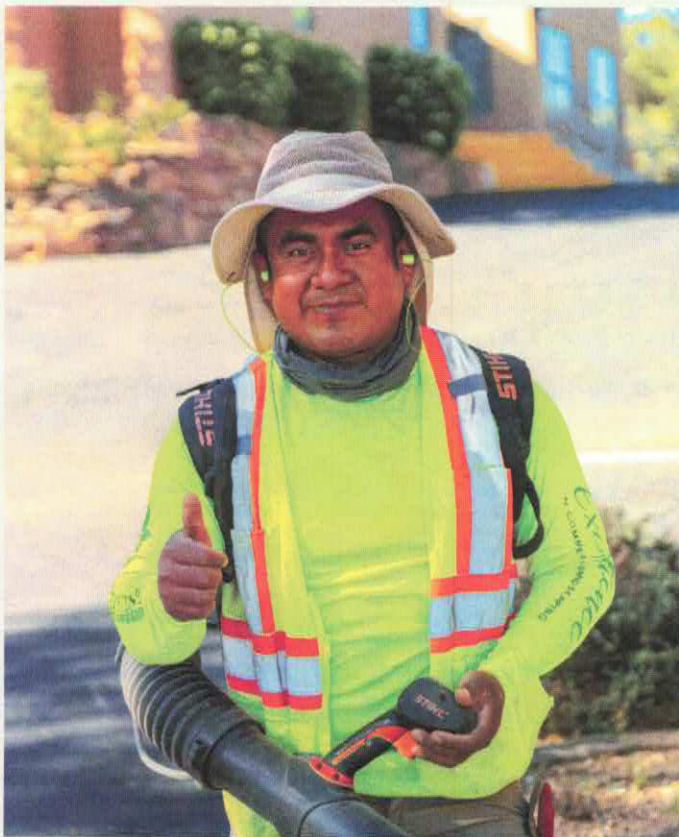
*President & Chief Executive Officer*

Yellowstone Landscape



**YELLOWSTONE**  
LANDSCAPE

# INVESTMENT & AGREEMENT



# APPLICATION CALENDAR

This calendar shows approximately when each service will be performed throughout the year, so you'll always know what to expect.



## Magnolia Landing CDD - Lake Bank Addendum

3006 Magnolia Landing Lane, North Fort Myers 33917

### Application Calendar

Service Location	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Total
Mow/String Trim Lake Banks 8 Additional Lakes	X	X	X	X	X	X	X	X	X	X	X	X	42

Mow / String trim around 8 additional lakes, 20 feet from high water line

## Property Details

<b>CLIENT NAME:</b>	Rizzetta & Company
<b>BILLING ADDRESS:</b>	9530 Marketplace Road #206 Fort Myers, FL 33912
<b>PROPERTY CONTACT:</b>	Belinda Blandon - Senior District Manager
<b>PROPERTY CONTACT EMAIL:</b>	<a href="mailto:bblandon@rizzetta.com">bblandon@rizzetta.com</a>
<b>PROPERTY CONTACT PHONE:</b>	239.936.0913
<b>CONTRACT EFFECTIVE DATE:</b>	July 1, 2026
<b>CONTRACT EXPIRATION DATE:</b>	June 30, 2027
<b>INITIAL TERM:</b>	One (1) Year with Auto-Renewal
<b>PROPERTY NAME:</b>	Magnolia Landing CDD
<b>PROPERTY ADDRESS:</b>	3006 Magnolia Landing Lane North Fort Myers, FL 39917
<b>CONTRACTOR REMIT TO ADDRESS:</b>	Yellowstone Landscape PO BOX 935915 Atlanta, GA 31193
<b>YELLOWSTONE CONTACT:</b>	Bryan Stork - Business Development Manager
<b>YELLOWSTONE CONTACT EMAIL:</b>	<a href="mailto:stork@yellowstonelandscape.com">stork@yellowstonelandscape.com</a>
<b>YELLOWSTONE CONTACT PHONE:</b>	239.253.4461
<b>YELLOWSTONE SCOPE OF SERVICES:</b>	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

# INVESTMENT & AGREEMENT

## MAINTENANCE SERVICES

### Compensation Schedule

**Magnolia Landing CDD** agrees to pay Yellowstone Landscape **\$28,500.00** annually in equal monthly installments billed in the amount of **\$2,375.00** upon receipt of invoice.

Charges will increase by **3%** at the commencement of each additional automatic twelve (12) month renewal term per the agreement renewal terms of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

If Yellowstone fails to fully perform its obligations and fails to cure any such default with 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this agreement. In the event of such a "Termination for Cause", Client shall notify Yellowstone of the terminations date in writing. Yellowstone may terminate this agreement at any time upon 30 day written notice to Client. Upon termination of this agreement for any reason, Client shall pay Yellowstone for all services performed to the effective date of termination.

The Terms and Conditions following and the Appendices attached hereto constitute part of this agreement.



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

**Belinda Blandon - Senior District Manager**  
Senior District Manager - Rizzetta & Company



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

**Richard (Ty) Rentz**  
Branch Manager - Yellowstone Landscape



**YELLOWSTONE**  
LANDSCAPE

# APPENDIX



# TERMS AND CONDITIONS

**Entire Agreement:** This Landscape Management Agreement ("Agreement") contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape's (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality and Working Conditions:** The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). To the extent applicable standard landscape maintenance practices conflict with conservation mandates, Yellowstone Landscape will furnish the Services in a manner consistent with such conservation mandates and/or state or local regulations. Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

**Access:** Access during normal business hours and other reasonable periods of time, including, but not limited to, when necessary for after-hours emergencies, shall be furnished to areas necessary to complete work or related functions as outlined in this Agreement in a safe and efficient manner. Client will notify Yellowstone Landscape in writing of any limitation on access to the Property as soon as possible, and in any event at least 48 hours prior to any scheduled delivery of services, goods, or materials. If access is not available, Client will be notified via email and a visit charge may be assessed.

**Utilities:** All utilities shall be provided by the owner of the Property or Client.

**Bio-Hazards:** Yellowstone Landscape shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards at the Property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids and will not be handled by Yellowstone Landscape employees or contractors at any time. Yellowstone Landscape shall only be obligated to report/communicate any observations of potential bio-hazards to Client for the appropriate removal by others, unless otherwise arranged.

**Change in Ownership:** Client shall provide written notice to Yellowstone Landscape of any proposed change in the ownership or management of the Property at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Property shall not relieve Client of its obligations hereunder, including, but not limited to, the payment of any amounts due, or to become due, hereunder.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

# TERMS AND CONDITIONS

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" within this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Dispute Resolution and Choice of Law:** The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance. Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

# TERMS AND CONDITIONS

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for economic, incidental, consequential, special or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation). Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Increased Costs/Additional Services:** Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or their enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

**Prevailing Provisions:** In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.

**Vehicle Recording Devices:** Client acknowledges and agrees that Yellowstone's vehicles may contain recording devices, and both video and audio recordings may be made during the provision of services hereunder.

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
 Yellowstone Landscape, Inc.

**2** Business name/disregarded entity name, if different from above.  
 Yellowstone Landscape - Southeast LLC

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  
 Individual/sole proprietor  C corporation  S corporation  Partnership  Trust/estate  
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) \_\_\_\_\_  
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
 Other (see instructions) \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the United States.)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

**5** Address (number, street, and apt. or suite no.). See instructions.  
 3235 N. State Street, PO Box 849

**6** City, state, and ZIP code  
 Bunnell, FL 32110

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

**Employer identification number**

8	0	-	0	1	4	4	2	0	9
---	---	---	---	---	---	---	---	---	---

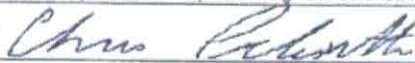
**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person  Date 01/06/2026

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





**YELLOWSTONE**  
LANDSCAPE

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*Excellence*

IN COMMERCIAL LANDSCAPING

**THANK  
YOU**

**Prepared By:**

**Bryan Stork - Business Development Manager**

**Yellowstone Landscape**

**[bstork@yellowstonelandscape.com](mailto:bstork@yellowstonelandscape.com)**

**239.253.4461**

# Tab 4

**RESOLUTION 2026-03**  
**[FY 2027 BUDGET APPROVAL RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CFM COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the CFM Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

**WHEREAS**, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 20, 2026  
TIME: 11:30 a.m.  
LOCATION: Rizzetta & Company, Inc.  
9530 Marketplace Road, Suite 206  
Ft. Myers, Florida 33912

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** 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. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 11TH DAY OF JUNE 2026.**

ATTEST:

**CFM COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2026/2027 Proposed Budget

**Exhibit A:**  
Fiscal Year 2026/2027 Proposed Budget