

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.madeiracdd.org

August 18, 2021

Board of Supervisors Madeira Community Development District

REVISED AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of Madeira Community Development District will be held on **Wednesday, August 25, 2021 at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. Following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held May 26, 2021.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for March 2021, April 2021, May 2021 and June 2021.....Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape Maintenance
 - 1.) *Yellowstone Landscape Report, July 2021 (Under Separate Cover)*
 - 2.) Yellowstone Landscape Proposal for Enhancements at Maralinda.....Tab 3
 - D. District Manager
 - 1.) Charles Aquatics Pond Report, July 19, 2021.....Tab 4
5. **BUSINESS ITEMS**
 - A. Consideration of Proposal for Yellowstone Renewal Agreement....Tab 5
 - B. Consideration of Proposal for Charles Aquatics Renewal Agreement.....Tab 6
 - C. Consideration Proposals for Pressure Washing.....Tab 7
 - D. Consideration of Proposals for Painting.....Tab 8
 - E. Consideration of Resolution 2021-04, Designating Date, Time and Location of Regular Fiscal Year Meetings.....Tab 9
 - F. Public Hearing on Fiscal Year 2021-2022 Budget
 - 1.) Consideration of Resolution 2021-05, Approving Fiscal Year 2021-2022 Budget.....Tab 10

G.	Consideration of Resolution 2021-06, Imposing Special Assessments.....	Tab 11
H.	Acceptance of Second Addendum to District Services Agreement.....	Tab 12
I.	Consideration of Traffic Control Agreement with the City Of St. Augustine.....	Tab 13
J.	Consideration of Proposal for Reserve Study.....	Tab 14

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Lesley Gallagher
 Lesley Gallagher
 District Manager
 Madeira Community
 Development District

TAB 13

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE/DISTRICT ROADS

This Agreement for Traffic control on Private or Special District Roads located in the _____ subdivision ("SUBDIVISION") is entered into by and between the CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation of the State of Florida ("CITY") and _____ ASSOCIATION, INC./COMMUNITY DEVELOPMENT DISTRICT ("PRIVATE/DISTRICT PARTY"), located in St. Augustine, St. Johns County, Florida.

WITNESSETH:

WHEREAS, PRIVATE/DISTRICT PARTY owns fee simple title to all the roadways lying within SUBDIVISION (hereinafter "PRIVATE/DISTRICT ROADS") more specifically described in Exhibit "A" which is attached hereto and incorporated herein; and

WHEREAS, PRIVATE/DISTRICT PARTY shall sign and complete the Affidavit attached hereto and incorporated herein as Exhibit "B", affirming PRIVATE/DISTRICT PARTY'S ownership of all PRIVATE/DISTRICT ROADS located within the SUBDIVISION; and

WHEREAS, pursuant to State Statute, CITY does not have traffic control jurisdiction over PRIVATE/DISTRICT ROADS such as those owned by PRIVATE/DISTRICT PARTY; and

WHEREAS, Florida Statute Section 316.006(2)(b) provides that a city may exercise jurisdiction over any private or special district roads if the city and the private/district party owning such roads provide for city traffic control jurisdiction by a written agreement approved by the governing board of the city; and

WHEREAS, PRIVATE/DISTRICT PARTY has requested that the CITY exercise traffic control jurisdiction upon certain PRIVATE/DISTRICT ROADS identified herein; and

WHEREAS, the CITY is willing to exercise traffic control jurisdiction upon PRIVATE/DISTRICT ROADS.

NOW, THEREFORE, in consideration of the covenants and conditions herein, CITY and PRIVATE/DISTRICT PARTY hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. Jurisdiction. CITY agrees to exercise jurisdiction over traffic control upon the PRIVATE/DISTRICT ROADS pursuant to the terms and conditions expressed in Florida Statute Section 316.006(2)(b) and subject to the terms and conditions specified in Exhibit "C". Notwithstanding the above, both parties acknowledge and agree that exercise of said jurisdiction will be provided by volunteer duty officers between the hours of _____ am –

_____pm in minimum two (2) hour increments only as volunteers for extra duty are available.

3. Traffic Study; Signage. PRIVATE/DISTRICT PARTY shall establish the speed limit in compliance with Florida Statutes Chapter 316 for the PRIVATE/DISTRICT ROADS and shall be responsible for posting the speed limit as appropriate using Department of Transportation ("DOT") approved signage along said roads (See Exhibit "C").

4. Authority in Addition to Existing Authority. The CITY's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by CITY over the PRIVATE/DISTRICT ROADS and nothing herein shall be construed to limit or remove any such authority. The CITY agrees to continue to provide such police and fire services as are required by law.

5. Compensation. PRIVATE/DISTRICT PARTY shall compensate CITY for services performed under this Agreement at the rate of _____ dollars per hour (\$_____.00) per enforcement officer. Enforcement officers will be provided in two (2) hour increments or greater as provided in paragraph 2 above. Services will be billed in arrears bi-weekly and are due upon receipt.

6. City to Retain Revenues. All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the PRIVATE/DISTRICT ROADS shall be apportioned in the manner set forth in applicable statutes.

7. Liability Not Increased. Neither the existence of the Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than that which the CITY would ordinarily be subjected to when providing its normal police services.

8. Indemnification. To the fullest extent permitted by law, PRIVATE/DISTRICT PARTY shall indemnify, defend, and hold the CITY (including all their officers, employees and agents) harmless from any loss, cost, damage or expense, including attorney's fees, for any action arising out of, related to, or stemming from either directly or indirectly, the enforcement activities provided through this Agreement. To ensure its ability to fulfill its obligation under this paragraph, PRIVATE/DISTRICT PARTY shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and shall file with the CITY current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the CITY as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the CITY. Evidence (e.g. binder) of compliant insurance is attached as Exhibit "D".

9. Road Maintenance. Neither the existence of the Agreement nor anything contained herein shall impose any obligation or duty upon the CITY to provide maintenance

on and/or drainage of the PRIVATE/DISTRICT ROADS. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the PRIVATE/DISTRICT ROADS shall at all times be solely and exclusively the responsibility of PRIVATE/DISTRICT PARTY.

10. Term. The term of this Agreement shall be for _____ year(s), commencing on the date of the execution by the last two parties signing hereto. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with approval by the City Commission.

12. Notice. All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to CITY:

CITY OF ST. AUGUSTINE
ATTN: CITY MANAGER
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085

Copy to:

ST. AUGUSTINE POLICE DEPARTMENT
P.O. Box 1950
ST. AUGUSTINE, FLORIDA 32085

As to PRIVATE/DISTRICT PARTY:

[NAME]

[ADDRESS]

[ADDRESS]

Copy to:

[ATTORNEY]

(If Applicable)

[ADDRESS]

[ADDRESS]

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

acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

CITY

CITY OF ST. AUGUSTINE, FLORIDA
a municipal corporation

By: _____
Tracy W. Upchurch, Mayor-Commissioner

Date: _____

WITNESS:

Print Name: _____

Print Name: _____

PRIVATE/DISTRICT PARTY

ASSOCIATION, INC.,
a Florida not-for-profit corporation/CDD

By: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Isabelle C. Lopez, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me the undersigned authority, personally appeared, _____,
who after being duly sworn, states as follows:

1. My name is _____, my title is _____
of _____ Association, Inc./CDD I base
my statements in this affidavit on my personal knowledge.
2. To the best of my knowledge, all roadways within the property description attached
as Exhibit "A" to the Agreement for Traffic Control on Private/District Roads are owned
by _____ Association, Inc./CDD.

Further affiant sayeth not.

_____ Association, Inc./CDD

Subscribed and sworn to me on _____, 2021, by
_____, who is personally known to me or
who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT “C”

TRAFFIC STUDY; SIGNAGE

The following procedures are intended to provide the applicant with sufficient information to meet the requirements of Paragraph 3 of the Agreement titled: Traffic Study; Signage.

SECTION I – SUBDIVISION SIGNING AND MARKING PLAN

The applicant should procure the as-built subdivision file from the official records. The original plans for the subdivision may not have signing and marking plans. If a signing and marking plan does not exist, a provision to establish a plan will need to be included in the engineering scope of services.

SECTION II – ENGINEERING SERVICES

A Professional Engineer registered in the State of Florida shall provide engineering services. The applicant should seek professional services of an engineering firm that has expertise in Traffic Engineering. The engineering firm that designed the subdivision may have expertise in this field. Fees for professional services and expenses associated with the requirements of Paragraph 3 of the agreement will be the responsibility of the applicant.

SECTION III – ENGINEERING STUDY

The Engineering Study will consist of a Traffic Study Outline, Traffic Study Report, and Certified Signing Plan. The Traffic Study Outline will contain the proposed study methods and standards to be employed by the consultant, and shall reference applicable sections of the Manual on Uniform Traffic Control Devices. Approval of the study outline by the St. Augustine Police Department (SAPD) must be obtained prior to proceeding with field investigations.

Speed Limits must be established in accordance with Chapter 316 of the Florida Statutes. The methodology for establishing speed limits can be found in the Manual of Speed Zoning for Highways, Roads and Streets in Florida, published by the Florida Department of Transportation. Study methods for establishing speed limits will also be included in the Traffic Study Outline.

❖ Golf Cart Use

Certain streets may be designated for golf cart use after a determination is made by your engineer and confirmed by City Traffic Operations that golf carts may safely travel on or cross the public road or street. Considering factors including speed, volume and character of motor vehicle traffic using the road or street. With the exception of speed limits, the study procedures for golf cart use will follow the engineering study requirements in Section II: Engineering Services and Section III: Engineering Study.

A certification statement will be printed on the Signing Plan (see format below), which shall be affixed with the seal and signature of a Professional Engineer, registered in the State of Florida.

TRAFFIC CONTROL PLAN CERTIFICATION

Subdivision: _____

This plan is an accurate representation of the type and location of each traffic control sign or device at the time of certification. Each sign or device shown herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices. Speed limits as posted, have been established in accordance with Florida Statute 316.

(SEAL)

Signature

Print Name: _____

Professional Engineer

FINAL SUBMITTAL

The applicant will submit the Certified Traffic Control Plan and Engineering Report to SAPD. Following approval by SAPD, the applicant may proceed with completing the remaining requirements of the agreement.

EXHIBIT “D”

INSURANCE BINDER

TAB 14



August 22, 2021

Ms. Lesley A. Gallagher
District Manager
Rizzetta & Company
2806 North Fifth Street, Unit 403
St. Augustine, Florida 32084

Re: Level I Reserve Study for Madeira CDD

Dear Ms. Gallagher:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for your District. When our analysis is completed, we recommend a brief meeting to discuss the results, answer questions after which adjustments are made so you have a funding plan that works for you.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI*
President & Reserve Analyst

APRA



Scope of Work for District

Areas included are Street (Phase I), Stormwater System, Guard House, Gates, Entry Features with components evaluated that include:

- Streets, site concrete
- Roof and exterior walls
- Interior finishes
- Fencing/gates
- Entry features
- Other components identified at site visit.

Terms of Service

Physical Analysis

- ❖ The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed ladder access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- ❖ Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

Financial Analysis

- ❖ A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

Your Reserve Study Includes

- ❖ Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- ❖ Inventory of major components with replacement cost, useful and remaining life projections.
- ❖ Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

Payment Agreement & Terms

- ❖ To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

This agreement for consulting services is accepted this date:

Professional Fee: \$2,200.00 Deposit Required: -0-

Delivery of Draft Report is typically 4-6 weeks after completion of site visit

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____