



Rizzetta & Company

# **Madeira Community Development District**

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## **Audit Committee and Board of Supervisors' Meeting February 23, 2022**

**District Office:  
2806 N. Fifth Street  
Unit 403  
St. Augustine, FL 32084**

**[www.madeiracdd.org](http://www.madeiracdd.org)**

## **MADERIA COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, St. Augustine, FL 32084

<b>Board of Supervisors</b>	Bill Lanius	Chairman
	Doug Maier	Vice Chairman
	John Moore	Assistant Secretary
	Thomas Barton	Assistant Secretary
	Orville Dothage III	Assistant Secretary
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Chris Buttermore	Matthews Design Group

**All cellular phones must be placed on mute while in the meeting room.**

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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 (904) 436-6270. 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.

# 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](http://www.madeiracdd.org)

February 16, 2022

## Board of Supervisors Madeira Community Development District

### AGENDA

Dear Board Members:

The audit committee meeting and regular meeting of the Board of Supervisors of Madeira Community Development District will be held on **Wednesday, February 23, 2022 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.

#### **AUDIT COMMITTEE MEETING:**

##### **1. CALL TO ORDER/ROLL CALL**

##### **2. BUSINESS ADMINISTRATION**

- A. Review Instructions and Criteria for Proposals for District Auditing Services.....Tab 1
- B. Establishing a Date for Second Audit Committee Meeting

##### **3. Adjournment**

##### **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 October 27, 2021.....Tab 1
- B. Ratification of the Operation and Maintenance Expenditures for October 2021, November 2021 and December 2021.....Tab 2
- C. Consideration of Resolution 2022-01, Regarding the General Election.....Tab 3

##### **4. STAFF REPORTS**

- A. District Counsel
  - 1.) Consideration of Kutak Rock, LLC Retention and Fee Agreement.....Tab 4
  - 2.) Memorandum Regarding Wastewater and Stormwater Needs Analysis.....Tab 5
- B. District Engineer
  - 1.) Consideration of Proposal for Wastewater and Stormwater Needs Analysis.....Tab 6
- C. Landscape Maintenance
  - 1.) Yellowstone Landscape Report
- D. District Manager
  - 1.) Charles Aquatics Pond Report, February 1, 2022.....Tab 7

##### **5. BUSINESS ITEMS**

- A. Consideration of Proposal(s) for Modifications at Exit Gate.....Tab 8
- B. Consideration of Resolution 2022-02, Prompt Payment Policy.....Tab 9
- C. Consideration of Proposals for Pressure Washing.....Tab 10

D.	Consideration of Proposal for Preventative Maintenance Services On Wells.....	Tab 11
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**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*

# **AUDIT COMMITTEE MEETING**

**CALL TO ORDER / ROLL CALL**

# **BUSINESS ADMINISTRATION**

## **Tab 1**



**MADEIRA COMMUNITY DEVELOPMENT  
DISTRICT REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2021-2022  
St. Johns County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than \_\_\_\_\_, \_\_\_\_ at \_\_:\_\_ a/p.m., at the offices of District Manager, located at 2806 North Fifth Street, Suite 403, St. Augustine, FL. 32084. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licenser and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit five (5) hard copies of their proposal and one (1) Adobe PDF file on flash drive using ONLY the following delivery methods, UPS, FedEx or Hand Delivery to the District Manager, at 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084, in an envelope marked on the outside "Auditing Services –Madeira Community Development District."

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of Districts limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal. The proposal must provide for the auditing of the District's financial records for the Fiscal Years ending September 30, 2022, 2023, 2024, 2025 and 2026 with an option for additional annual renewals.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## EVALUATION CRITERIA

### 1. *Ability of Personnel.*

**(20 Points)**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

## 2. *Proposers' Experience.*

**(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

### 3. *Understanding of Scope of Work.*

**(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

#### ***4. Ability to Furnish the Required Services.***

**(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

## 5 Price

**(20 Points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonable ness of the price to the services

**Total**

**(100 Points)**

**MADEIRA DEVELOPMENT DISTRICT REQUEST FOR  
PROPOSALS**

**District Auditing Services for Fiscal Year 2021-2022  
St. Johns County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_:\_\_\_\_ a/p.m., at the offices of District Manager, located at 2806 North Fifth Street, Suite 403, St. Augustine, FL. 32084. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

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**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of Districts limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The proposal must provide for the auditing of the District's financial records for the Fiscal Years ending September 30, 2022, 2023, 2024, 2025 and 2026 with an option for additional annual renewals.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## AUDITOR SELECTION EVALUATION CRITERIA

### 1. *Ability of Personnel.*

**(25 Points)**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

## 2. *Proposers' Experience.*

**(25 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

### 3. *Understanding of Scope of Work.*

**(25 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services.***

**(25 Points)**

Extent to which the proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**Total**

**(100 Points)**

# **Establishing a Date for Second Audit Committee Meeting**

# ADJOURNMENT



# **BOARD OF SUPERVISORS' MEETING**

**CALL TO ORDER / ROLL CALL**

# Audience Comments on Agenda Items

# **BUSINESS ADMINISTRATION**

## **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.*

MADEIRA  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Madeira Community Development District was held on **Wednesday, October 27, 2021 at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. The following was the agenda for the meeting:

Present and constituting a quorum:

William Lanius	<b>Board Supervisor, Chairman</b>
Doug Maier	<b>Board Supervisor, Vice Chairman</b>
John Moore	<b>Board Supervisor, Assistant Secretary</b>
Thomas Barton	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>

**FIRST ORDER OF BUSINESS****Call to Order**

Ms. Gallagher called the meeting to order at 2:00 p.m. and read roll call.

**SECOND ORDER OF BUSINESS****Audience Comments on Agenda Items**

No audience members present.

**THIRD ORDER OF BUSINESS****Consideration of Minutes of the  
Board of Supervisors' Regular  
Meeting held on August 25, 2021**

Mr. Moore noted that line ninety-eight (98) needed to be corrected to read Krystal Klean and not Lean. Mr. Lanius requested the verbiage for the fourteenth order of business be revised to note the Board approved the proposal for the reserve study.

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on August 25, 2021, as amended, for Madeira Community Development District.
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**FOURTH ORDER OF BUSINESS****Ratification of the Operation and**

**Maintenance Expenditures for July  
2021 and August 2021**

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board approved the Operation and Maintenance Expenditures for July 2021 in the amount of \$5,560.30 and August 2021 in the amount of \$23,847.06 for Madeira Community Development District.

**FIFTH ORDER OF BUSINESS**

**Establishing Audit Committee and  
Setting First Meeting Date**

On a motion by Mr. Barton, seconded by Mr. Moore, with all in favor, the Board selected themselves as the audit committee and set the first audit committee meeting for February 23, 2022 prior to the onset of the regular meeting, for Madeira Community Development District.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel

Mr. Haber explained to the Board that the special practice group from Hopping Green & Sams, PA was moving to the firm Kutak Rock, LLP and Hopping Green & Sams would cease to exist.

On a motion by Mr. Maier, seconded by Mr. Barton, with all in favor, the Board authorized the transition to Kutak Rock, LLP for Madeira Community Development District.

B. District Engineer

No requested to attend.

C. Landscape Maintenance

Yellowstone was not in attendance.

D. District Manager

1.) Charles Aquatics Pond Report, October 18, 2021

2.) *Acceptance of Technology Services Contractual Agreement (Under Separate Cover)*

Ms. Gallagher reviewed the pond report found under Tab 3 of the agenda as well as the District Management report (Under Separate Cover). She updated the Board that there had been a gate strike to the exit gate and her office was working on receiving compensation to the District for damages. She also updated the Board that there had been no request for gate video from law enforcement since the last meeting.

On a motion by Mr. Barton, seconded by Mr. Maier, with all in favor, the Board accepted the assignment from Rizzetta Technology Services to Rizzetta & Company for Madeira Community Development District.

**SEVENTH ORDER OF BUSINESS****Consideration of Proposals for  
Holiday Lighting**

The Board reviewed proposals from Elite Christmas Lighting, M&G Holiday Lighting and MosquitoNix Elves.

On a motion by Mr. Barton, seconded by Mr. Moore, with all in favor, the Board approved the option 1 proposal from MosquitoNix Elves in the amount of \$1,960.00 for holiday lighting for Madeira Community Development District.

**EIGHTH ORDER OF BUSINESS****Ratification of Proposal for Fiscal  
Year 2021-2022 Insurance Renewal**

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board ratified the Chairman's approval of the Fiscal year 2021-2022 Insurance Renewal for Madeira Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Preventative  
Maintenance Proposal for Gate  
House A/C**

On a motion by Mr. Barton, seconded by Mr. Maier, with all in favor, the Board approved the Preventative Maintenance proposal for the mini split A/C unit at the gate house at an expense of \$175 for service twice a year with Florida Air Service for Madeira Community Development District.

**TENTH ORDER OF BUSINESS****Consideration of Gate House Proposal  
for Cleaning Services (Under Separate  
Cover)**

On a motion by Mr. Moore, seconded by Mr. Barton, with all in favor, the Board authorized cleanings as needed at an expense of \$65.00 per cleaning to include cleaning of counters, floors, wiping down bathroom, window sills and cleaning windows and doors, for Madeira Community Development District.

**ELEVENTH ORDER OF BUSINESS****Acceptance of Reserve Study**

The Board reviewed the reserve study briefly. It was requested that any specific questions be forwarded to the District Manager to determine if Mr. Sheppard would be required to attend future meeting.

**TWELFTH ORDER OF BUSINESS****Audience Comments and Supervisor  
Requests**

Mr. Barton had a question about how meetings were noticed as there were no audience members present. It was noted that the meeting dates are published and posted on the



website.

Mr. Moore had a question about street parking. It was explained that the HOA advisory committee was working on this to bring to the HOA Board. Mr. Haber noted that since the CDD owns the roads the cooperation from the CDD with the HOA would likely be requested in the future.

### THIRTEENTH ORDER OF BUSINESS

### Adjournment

On a motion by Mr. Moore, seconded by Mr. Maier, with all in favor, the Board adjourned the meeting at 2:58 p.m. for Madeira Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## **Tab 2**

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures September 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$28,169.68**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	001882	43315	Aquatic Maintenance 09/21	\$ 811.00
City of St. Augustine	001883	37545-00 08/21	21 Portada Dr Irrigation 08/21	\$ 1.75
City of St. Augustine	001883	37572-00 08/21	12 Pescado Dr Irrigation 08/21	\$ 1.75
Egis Insurance Advisors LLC	001887	14004	Gen Liab/Prop/POL/B&M Insurance 10/01/21-10/01/22	\$ 9,129.00
Envera	001876	705776	Additional Resident Count 08/01/21-09/30/21	\$ 40.00
Envera	001884	706192	Monthly Monitoring & Additional Res Count 10/01/21-10/31/21	\$ 1,970.00
Hopping Green & Sams	001877	124699	General Legal Services 06/21	\$ 299.24
Hopping Green & Sams	001885	125037	General Legal Services 07/21	\$ 224.00
Jax Utilities Management, Inc.	001888	210929	Clean Storm Drain 09/21	\$ 3,419.42
Jax Utilities Management, Inc.	001888	210930	Stop Bars 09/21	\$ 1,450.00
Rizzetta & Company, Inc.	001879	INV0000061117	District Management Fees 09/21	\$ 4,187.25
Rizzetta Technology Services, LLC	001880	INV0000007891	Website Hosting Services 09/21	\$ 100.00

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Thomas Lee Barton	001878	TB082521	Board of Supervisors Meeting 08/25/21	\$ 200.00
Yellowstone Landscape	001886	STAUG 256623	Monthly Landscape Maintenance 09/21	\$ 4,329.67
Yellowstone Landscape	001881	STAUG 258564	Palm Tree Pruning 09/21	\$ 720.00
Yellowstone Landscape	001889	STAUG 266177	Fall Annual Rotation 09/21	<u>\$ 1,286.60</u>
Report Total				<u><u>\$ 28,169.68</u></u>

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures October 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2021 through October 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$24,103.76**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bob's Backflow & Plumbing Inc.	001896	77827	Backflow Testing 10/21	\$ 90.00
Charles Aquatics, Inc.	001900	43556	Aquatic Maintenance 10/21	\$ 811.00
City of St. Augustine	001897	37545-00 09/21	21 Portada Dr Irrigation 09/21	\$ 1.75
City of St. Augustine	001897	37572-00 09/21	12 Pescado Dr Irrigation 09/21	\$ 1.75
Community Advisors, LLC	001901	1305	Reserve Analysis Consulting 10/21	\$ 2,200.00
Doody Daddy, LLC	001890	2107-M	Dog Waste Station Service 07/21	\$ 447.00
Doody Daddy, LLC	001890	2108-M	Dog Waste Station Service 08/21	\$ 447.00
Doody Daddy, LLC	001890	2109-M	Dog Waste Station Service 09/21	\$ 447.00
Doody Daddy, LLC	001890	2110-M	Dog Waste Station Service 10/21	\$ 447.00
Envera	001902	707361	Additional Resident Count 11/01/21-11/30/21	\$ 1,970.00
Florida Air Service & Engineering	001891	2286	Pump Replacement 09/21	\$ 440.00
Innersync Studio, Ltd dba. Campus Suite	001895	19797	Website Service ADA Compliance FY21/22	\$ 1,537.50



## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Krishna Hotel LLC dba Holiday Inn Express	001898	101421	Meeting Room Rental 10/27/21	\$ 100.00
Rizzetta & Company, Inc.	001892	INV0000061847	District Management Fees 10/21	\$ 4,270.09
Rizzetta & Company, Inc.	001899	INV0000062015	Assessment Roll Preparation FY 21/22	\$ 5,516.00
Rizzetta Technology Services, LLC	001893	INV0000007984	Website Hosting Services 10/21	\$ 100.00
Yellowstone Landscape	001894	STAUG 269736	Plant Installation 09/21	\$ 573.00
Yellowstone Landscape	001894	STAUG 270514	Irrigation Maintenance 08/21	\$ 375.00
Yellowstone Landscape	001903	STAUG 277494	Monthly Landscape Maintenance 10/21	<u>\$ 4,329.67</u>
<b>Report Total</b>				<u><b>\$ 24,103.76</b></u>

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

madeiracdd.org

## **Operation and Maintenance Expenditures**

**November 2021**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,966.00**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	001912	43795	Aquatic Maintenance 11/21	\$ 811.00
City of St. Augustine	001917	37545-00 10/21	21 Portada Dr Irrigation 10/21	\$ 1.75
City of St. Augustine	001917	37572-00 10/21	12 Pescado Dr Irrigation 10/21	\$ 1.75
Department of Economic Opportunity	001908	85043	Special District Fee FY 21/22	\$ 175.00
Doody Daddy, LLC	001913	2111-M	Dog Waste Station Service 11/21	\$ 447.00
Envera	001914	708314	Additional Resident Count 12/01/21-12/31/21	\$ 1,970.00
Hopping Green & Sams	001909	125610	General Legal Services 08/21	\$ 1,138.10
Hopping Green & Sams	001915	125777	General Legal Services 09/21	\$ 426.50
Matthews Design Group, Inc.	001918	185619	Professional Service through 8/31/21	\$ 210.00
Rizzetta & Company, Inc.	001904	INV0000062538	District Management Fees 11/21	\$ 4,270.09
Rizzetta Technology Services, LLC	001905	INV0000008167	Website Hosting Services 11/21	\$ 100.00

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Gate Store, Inc.	001906	18327	Gate Repair 10/21	\$ 255.00
The St. Augustine Record Dept 1261	001910	0003380396-01 10/01/21	Acct #18515 Legal Advertising 10/01/21	\$ 130.14
Thomas Lee Barton	001907	TB102721	Board of Supervisors Meeting 10/27/21	\$ 200.00
Yellowstone Landscape	001916	STAUG 282250	Monthly Landscape Maintenance 11/21	\$ 4,329.67
Yellowstone Landscape	001911	STAUG 283777	Mulch Installation 11/21	\$ <u>6,500.00</u>
<b>Report Total</b>				<b>\$ <u>20,966.00</u></b>

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures December 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2021 through December 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,416.76**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	001920	144015	Aquatic Maintenance 12/21	\$ 811.00
City of St. Augustine	1927	37545-00 11/21	21 Portada Dr Irrigation 11/21	\$ 1.75
City of St. Augustine	001929	37572-00 11/21	12 Pescado Dr Irrigation 11/21	\$ 1.75
Doody Daddy, LLC	001921	2112-M	Dog Waste Station Service 12/21	\$ 447.00
Envera	001922	709327	Additional Resident Count 01/01/221-01/31/22	\$ 1,978.00
FEMO Jacksonville, LLC	001926	20681	SVC Christmas Install	\$ 1,960.00
dba MosquitoNix				
Monique Mathieu	001919	111521	Cleaning Of The Gate House	\$ 65.00
Rizzetta & Company, Inc.	001923	INV0000063119	District Management Fees 12/21	\$ 4,270.09
Rizzetta Technology Services, LLC	001924	INV0000008258	Website Hosting Services 12/21	\$ 100.00
The Gate Store, Inc.	1928	18592	Preventative Maintenance 11/21	\$ 240.00
The Gate Store, Inc.	1928	18610	Gate Repair 11/29/21	\$ 212.50

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	001925	STAUG 299922	Monthly Landscape Maintenance 12/21	<u>\$ 4,329.67</u>
<b>Report Total</b>				<b><u>\$ 14,416.76</u></b>

## **Tab 3**



## RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(C), FLORIDA STATUTES AND INSTRUCTING THAT THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within unincorporated St. Johns County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the St. Johns County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the 2022 general election ("**General Election**").

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

1. **CURRENT BOARD MEMBERS.** The Board is currently made up of the following individuals, seats and terms:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Doug Maier	November 2022
2	John Moore	November 2022
3	Bill Lanius	November 2024
4	Thomas Burton	November 2024
5	Orville Dothage III	November 2024

2. **GENERAL ELECTION SEATS.** Seat 1, currently held by Doug Maier, and Seat 2, currently held by John Moore are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.

3. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is

a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

4. **COMPENSATION.** Members of the Board are entitled to receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

5. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

6. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

7. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

8. **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.

9. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of February 2022.

ATTEST:

**MADEIRA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

## **EXHIBIT A**

### **NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Madeira Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at \_\_\_\_\_, Phone (\_\_\_\_) \_\_\_\_\_. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Chapter 2004-461, Laws of Florida. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Madeira Community Development District has two (2) seats up for election, specifically Seats 1 and 2, each carrying a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, and in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

**[NOTE TO DISTRICT MANAGER: PUBLISH AT LEAST 2 WEEKS PRIOR TO THE START OF THE QUALIFYING PERIOD]**

# STAFF REPORTS

# District Counsel

## **Tab 4**

## **RETENTION AND FEE AGREEMENT**

### **I. PARTIES**

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

- A. Madeira Community Development District ("**Client**")  
c/o District Manager  
2806 N Fifth Street, Unit 403  
St Augustine, Florida 32084

and

- B. Kutak Rock LLP ("**Kutak Rock**")  
P.O. Box 10230  
Tallahassee, Florida 32302

### **II. SCOPE OF SERVICES**

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

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

### **III. CLIENT FILES**

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

#### **IV. FEES**

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

Wesley S. Haber	\$235
Associates	\$150-180
Paralegals	\$120

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

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

#### **V. BILLING AND PAYMENT**

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



## **VI. DEFAULT; VENUE**

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

## **VII. CONFLICTS**

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

## **VIII. ACKNOWLEDGMENT**

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

## **IX. TERMINATION**

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

## **X. EXECUTION OF AGREEMENT**

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

## **XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**MADEIRA COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**KUTAK ROCK LLP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

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

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

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

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

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

## **Tab 5**

## MEMORANDUM

**TO:** DISTRICT MANAGER

**FROM:** KUTAK ROCK LLP

**RE:** WASTEWATER AND STORMWATER NEEDS ANALYSIS

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

**Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

**What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components; and
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

# District Engineer

## **Tab 6**





February 14, 2022

Lesley Gallagher  
District Manager  
Madeira CDD, c/o Rizzetta & Co., Inc.  
2806 N. Fifth Street Unit 403  
St. Augustine, FL 32084  
[lgallagher@rizzetta.com](mailto:lgallagher@rizzetta.com)  
904-436-6270

**Re: Additional Services Proposal for Professional Engineering Services**  
**Project Name: Madeira CDD – Stormwater Analysis Report**  
**MDG Project No.: 16025.01**

Dear Lesley:

**Matthews Design Group (MDG)** is pleased to offer you this additional services proposal to provide continued engineering services associated with the Wastewater and Stormwater Needs Analysis and a Public Facilities Report for Madeira CDD (Project) located off US 1, in St. Johns County. MDG proposes to furnish professional services as described below, and per "Exhibit A, General Terms & Conditions," which is attached hereto and made a binding part hereof by this reference.

**Summary of Additional Tasks:**

**I – Wastewater and Stormwater Needs Analysis**

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. MDG will provide the initial needs analysis for the Madeira CDD, which will include the following:

- A detailed description of associated facilities.
- The number of current and projected residents served calculated in 5-year increments.
- The current and projected service area.
- The current and projected cost of providing services calculated in 5-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- The district's plan to fund the maintenance or expansion of any facility or its major components. The plan will include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

*Fees for Wastewater and Stormwater Needs Analysis services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$11,500, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.*

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## **II – Public Facilities Report**

Every 7 years, Chapter 189.08 requires that each independent special district shall submit to each local general-purpose government in which it is located a public facilities report and an annual notice of any changes. The public facilities report shall specify the following information:

- (a) A description of existing public facilities owned or operated by the special district, and each public facility that is operated by another entity, except a local general-purpose government, through a lease or other agreement with the special district. This description shall include the current capacity of the facility, the current demands placed upon it, and its location. This information shall be required in the initial report and updated every 7 years at least 12 months before the submission date of the evaluation and appraisal notification letter of the appropriate local government required by s. 163.3191. The department shall post a schedule on its website, based on the evaluation and appraisal notification schedule prepared pursuant to s. 163.3191 (5), for use by a special district to determine when its public facilities report and updates to that report are due to the local general-purpose governments in which the special district is located.
- (b) A description of each public facility the district is building, improving, or expanding, or is currently proposing to build, improve, or expand within at least the next 7 years, including any facilities that the district is assisting another entity, except a local general-purpose government, to build, improve, or expand through a lease or other agreement with the district. For each public facility identified, the report shall describe how the district currently proposes to finance the facility.
- (c) If the special district currently proposes to replace any facilities identified in paragraph (a) or paragraph (b) within the next 10 years, the date when such facility will be replaced.
- (d) The anticipated time the construction, improvement, or expansion of each facility will be completed.
- (e) The anticipated capacity of and demands on each public facility when completed. In the case of an improvement or expansion of a public facility, both the existing and anticipated capacity must be listed.

*Fees for Public Facilities Report services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$7,500, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.*

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,

**Matthews Design Group**



Chris Buttermore, PE  
Senior Project Manager





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### FEE SUMMARY

The following list summarizes costs associated with work items as described in Exhibit A, Scope of Work.

I – Wastewater and Stormwater Needs Analysis	\$11,500 (T&M)
II – Public Facilities Report	\$ 7,500 (T&M)

**Total Estimated Cost:** **\$19,000, plus direct reimbursable expenses**

**\*Plus direct reimbursable expenses and permit fees**

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MDG will initiate services on this project immediately following receipt of the fully executed contract, included as Exhibit B.




**EXHIBIT A**  
**GENERAL TERMS & CONDITIONS**

Revised: 06/17/2021

- a) **Scope of Work.** Assumes normal engineering and design services. Work outside the scope of services outlined in this proposal or changes due to revisions required by the Client or any government agency will require a Change Order to define the additional scope and billing terms. Costs will be based on the schedule of fees/rates herein, or renegotiation of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees proposed in this Agreement exclude costs for the following fees and work types, but are not limited to all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, and reimbursable items as outlined in Exhibit B, General Terms & Conditions.
- b) **Rates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90 day period, rates will be subject to change, and MDG's standard hourly rates in effect at the time the contract is signed and executed will be applied. For contracts lasting more than a year, MDG reserves the right to adjust hourly rates shown above to match the current standard hourly rate in effect. Prior to any such rate changes, MDG will provide the Client with a 30-day notification.
- c) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by MDG's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of MDG.
- d) **Compensation.** The Client agrees to pay MDG, as compensation for its services under Exhibit A (Scope of Services) of this Agreement, a fee to be computed as described above and based upon the established rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. Payments not received within 30 days of the invoice date are considered delinquent and all submittals will be put on hold for the Client's projects until full payment is received. Continued work relies on prompt payment of invoices. MDG reserves the right to stop all work and hold submittals in the case of a bounced check until a replacement check has cleared the bank. Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date and all work will cease until full payment is received. Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property. The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to MDG making submittals. Subcontractor services and fees paid by MDG on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the following hourly rates:

Principal of Firm	\$165/hr	Project Engineer	\$95/hr
VP – QA/QC Mgr.	\$150/hr	Planner	\$90/hr
Professional Engineer	\$135/hr	Senior Designer	\$90/hr
Senior Planner	\$150/hr	Designer	\$75/hr
Project Manager	\$115/hr	Administrative	\$50/hr



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- 
- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. MDG will not accept back charges on corrective action without written agreement of both parties.
- g) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:
- Mileage will be billed per current IRS rates.
  - Production costs will be billed at the following rates:
    - Paper copies:
      - 8½"x11" B&W - \$0.25 each
      - 8½"x11" Color - \$0.40 each
      - 11"x17" B&W - \$0.50 each
      - 11"x17" Color - \$0.80 each
    - Plots 24" x 36":
      - Black line plots - \$2.00 each
      - Color plots - \$50.00 each
      - Mylar - \$40.00 each
    - Binding: \$5.00 per book
    - Foam Board Mounted Color Plots: \$65.00 each
    - CD containing project data (i.e. CAD files, photographs, documents, etc.): \$12.00/each

The following will be billed at cost plus 15%:

- Travel and hotel expenses
  - Shipping and delivery, including UPS shipping and courier services
- h) **Estimates.** Costs proposed in the Agreement are guaranteed for 90 days from the date of this document.
- i) **Compliance.** All work will be in accordance with appropriate city, county, and state or other governmental regulations.
- j) **Transfer or Termination.** The Client or MDG may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate MDG for services rendered and costs incurred, in accordance with MDG's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) **Retainer.** If a retainer is required, it will be kept for the duration of the Project and applied to the final invoice. Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, MDG will refund the full retainer amount.



**l) Supplemental Owner's responsibilities - Surveying Services.**

If an owner / client elects to contract directly with the surveyor, it must be understood surveys directly affect the accuracy and quality of the engineering design. Therefore, Owners / Clients that choose to contract directly with the surveyor are responsible for the following:

- Obtaining a detailed survey scope and standard requirement form from MDG to provide to the surveyor, titled "MDG Survey Scope & Standards Agreement" that describes in detail what MDG requires of the surveyor in order to correctly complete the engineering services for the project.
- Providing MDG with the surveyor's service agreement to review and approve prior to engagement of the surveyor to ensure the surveyor's service agreement includes the items and standards defined within the "MDG Survey Scope & Standards Agreement"
- Ensuring the surveyor completes the items in accordance with the agreed upon "MDG Survey Scope & Standards Agreement"
- Agreeing work from MDG will not commence until a complete survey is provided to MDG that meets the specification detailed in the "MDG Survey Scope & Standards Agreement"
- Providing MDG the signed and sealed copies of the survey documents prior to the production of final construction plans in accordance with the "MDG Survey Scope & Standards Agreement"
- Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey agreement, thus requiring the owner/client to contract with the surveyor for additional required services
- Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables as defined in the "MDG Survey Scope & Standards Agreement".
- **Alternatively;** Agreeing if MDG is supplied with previously surveyed information, additional or updated survey information prior to commencement of engineering services may be required. The owner/client takes responsibility and liability for the supplied survey being a correct representation of the current existing conditions of the project site.

m) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

n) Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (MDG) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by MDG.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.





**EXHIBIT B  
CONTRACT AGREEMENT**

Upon acceptance, please sign, date and return this Agreement to our office. We will return a fully executed copy of this Contract Agreement for your file, which will serve as Authorization to Proceed with services as described above.

The undersigned have executed this Agreement on the day and year set forth below.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

On Behalf of **Matthews Design Group**  
Chris Buttermore, PE, Sr. Project Manager  
7 Waldo Street  
St. Augustine, FL 32084  
904.826.1334  
Chris@MDGinc.com

**CLIENT ACCEPTANCE AND AUTHORIZATION**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name, Title*

On Behalf of \_\_\_\_\_

\_\_\_\_\_  
*Company/Client Name*

Billing Contact \_\_\_\_\_

Billing Email Address \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip Code*

Billing Phone No. \_\_\_\_\_

CB/kb

16025.01ASp1

# Landscape Report



# District Manager

## **Tab 7**



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** February 01, 2022

**Aquatic Tech:** Shayne Wilford

**Client:** Madeira

**Waterways:** Twelve ponds

**Pond 1:** Treated perimeter and submersed vegetation. Water level and clarity were good. Picked up trash. No algae noticed.



**Pond 2:** Pond was in good condition. Water level and clarity were good. No algae or trash noticed.



**Pond 3:** Pond was in good condition. Water level and clarity were normal. No algae or trash noticed.



**Pond 4:** Water level and clarity were good. Treated perimeter and submersed invasive vegetation. No algae or trash noticed.



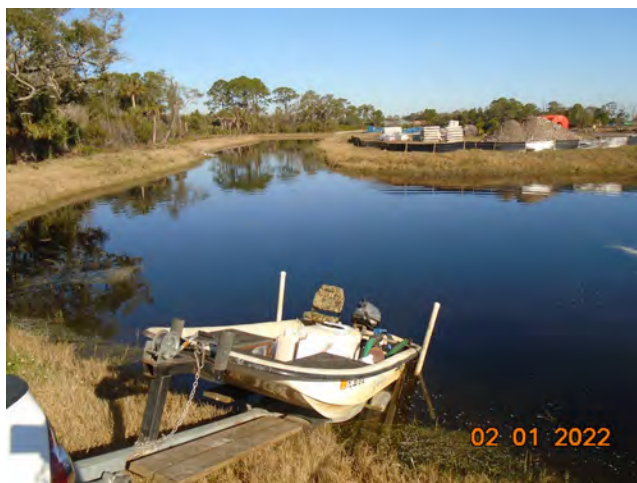
**Pond 5:** Pond was in good condition. No algae or trash noticed. Treated minor perimeter vegetation.



**Pond 6:** Pond was in good condition. Water level and clarity were good. No algae or trash noticed.



**Pond 7:** Treated invasive perimeter vegetation. No trash or algae noticed.



**Pond 8:** Treated invasive perimeter grasses. No algae noticed. Picked up trash from water.



**Pond 9:** Pond was in good condition. Treated minor perimeter vegetation and algae. Picked up a lot of construction trash from the water. This pond was experiencing a planktonic algae bloom. Planktonic algae is best treated when water temperatures are warm. This type of algae may require a couple treatments to control.





**Pond 10:** Pond was in good condition. Noticed planktonic algae in this pond as well. Water level and clarity were good.



**Pond 11:** Pond was in good condition. No algae or trash noticed.



**Pond 12:** Pond was in good condition. Water level and clarity were good. No algae noticed.



Please call Charles Aquatics with any comments or questions.

# **BUSINESS ITEMS**



## **Tab 8**

**TGS**

The Gate Store, Inc.  
 1230 N US Highway 1, Unit 11  
 Ormond Beach, FL 32174  
 thegatestoreinc@gmail.com  
 386-437-4487  
 www.tgsgates.com

# Proposal

DATE	Proposal No.
1/19/2022	4117-B

**NAME / ADDRESS**

Madeira CDD  
 c/o Rizzetta & Company,  
 8529 South Park Circle, Ste 330  
 Orlando, FL 32819

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from spec's below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

ITEM	DESCRIPTION	QTY	COST	Total
Labor	To mount one amber signal on to the island gate column. Testing and adjusting.	1	350.00	350.00
Equipment	Single amber flashing signal.	1	1,200.00	1,200.00
misc	Misc. service supplies	1	40.00	40.00
Shipping		1	47.06	47.06
NOTES  QUOTE DOES NOT INCLUDE 1. Any high or low voltage wiring. Must be done by a licensed electrician if needed (none are expected). 2. Any modifications to the gates or equipment.				
			<b>Subtotal</b>	\$1,637.06
			<b>Sales Tax (6.5%)</b>	\$0.00
			<b>Total</b>	\$1,637.06

Acceptance of Proposal

Signature:

## **Tab 9**

## RESOLUTION 2022-02

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of February, 2022.

ATTEST:

**MADEIRA COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

**EXHIBIT A**

**MADEIRA COMMUNITY DEVELOPMENT  
DISTRICT**

**Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**February 23, 2022**

# **Madeira Community Development District** **Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Madeira Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.



#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 904-436-6270), email: [info@rizzetta.com](mailto:info@rizzetta.com).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**  
Madeira Community Development District  
c/o [Rizzetta & Company, Inc.](#)  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager
2. **Email Address**  
CDDinvoice@rizzetta.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

1. **Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

##### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).



## **Tab 10**



PO Box 51289  
Jacksonville Beach FL 32240  
(904) 220-3337, (904) 220-3331  
Info@krystalklean.com

## Estimate 71309671

DATE	08/20/2021
PO #	
Provided By	Jason Krynock jkrynock@krystalklean.com

CUSTOMER
Madeira CDD c/o Rizzetta & Co Ms. Lesley Gallagher 38 Maralinda Drive St. Augustine, Florida, 32095 (904) 436-6270 lgallagher@rizzetta.com

SERVICE LOCATION
Madeira CDD c/o Rizzetta & Co Madeira 38 Maralinda Drive St. Augustine, Florida, 32095 (904) 436-6270 lgallagher@rizzetta.com

DESCRIPTION	Pressure washing/painting
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### Estimate

#### Estimate

Description	Qty	Rate	Total
<b>Commercial Pressure Washing - Buildings</b> Entry Tower and Sign, Entry monuments and guardrail, Gatehouse and walls.  -Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned. -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs. -Technicians work safely to protect customer property and the surrounding environment. -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.	1.00	\$1,185.00	\$1,185.00
<b>Commercial Pressure Washing - Pavers at Entry</b> Pavers near Entry Tower and Guardhouse  -Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned. -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs. -Technicians work safely to protect customer property and the surrounding environment. -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.	1.00	\$705.00	\$705.00
<b>Commercial Pressure Washing - Sidewalks</b> Maralinda: \$1287 (us1 to just past amenity center) Salida Way: \$245	1.00	\$1,532.00	\$1,532.00

-Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned.

-Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs.

-Technicians work safely to protect customer property and the surrounding environment.

-Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

<b>Commercial Pressure Washing - Curbs</b>	1.00	\$1,155.00	\$1,155.00
Curbs along Maralinda from US1 to just past Amenity Center			

-Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned.

-Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs.

-Technicians work safely to protect customer property and the surrounding environment.

-Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

<b>Commercial Pressure Washing - Block Wall</b>	1.00	\$595.00	\$595.00
Block wall from Guardrail to water. (use of floating dock \$300) \$595 includes floating dock ( if crew will use waiters to walk in water we can remove the \$300 for floating dock usage)			

-Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned.

-Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs.

-Technicians work safely to protect customer property and the surrounding environment.

-Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

<b>JEA Water Meter - St Johns County Water Meter</b>	1.00	\$395.00	\$395.00
Rental of St Johns Co water meter for use with city water sources.			

St Johns	6.50%	\$0.00
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**Estimate Total: \$5,567.00**

#### CUSTOMER MESSAGE

Thank you for the opportunity to serve you!

We uphold the highest industry standards for glass cleaning tools and methods but must inform and educate its customers about the inherent risk of scratches when cleaning glass. Given the facts below, we cannot be held liable for glass scratches. Minuscule glass particles (or "glass fines") may exist on the pane surface. This flaw is common for tempered or hurricane-proof glass often installed in Florida. During a normal cleaning process, these glass fines can break off and cause hairline scratches. Removal of paint, adhesives, calcium deposits, or construction debris may require the use of scrubbing pads or scrapers, which increases the risk of scratched glass, and is a separate service from standard window cleaning. When cleaning glass to remove calcium deposits, some brands of tinted or soft glass may be micro-scratched with vinyl buffing pads. Preexisting scratches may be visible or apparent after the glass is cleaned.

Terms of payment: The total amount stated is due upon completion. Where applicable, credit cards will be charged for the total amount upon completion based on the credit card information provided in advance. All late payments (over 30 days) may bear interest at the highest rate permissible under Florida law calculated daily and compounded monthly. Customer shall also be responsible for paying all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

Estimate Accepted By:

Accepted Date:



PO Box 51289  
Jacksonville Beach FL 32240  
(904) 220-3337,  
Info@krystalklean.com

## Estimate 68689634

DATE	01/24/2022
PO #	
Provided By	Jason Krynock jkrynock@krystalklean.com

CUSTOMER
Madeira CDD c/o Rizzetta & Co Ms. Lesley Gallagher 38 Maralinda Drive St. Augustine, Florida, 32095 (904) 436-6270 lgallagher@rizzetta.com

SERVICE LOCATION
Madeira CDD c/o Rizzetta & Co Madeira 38 Maralinda Drive St. Augustine, Florida, 32095 (904) 436-6270 lgallagher@rizzetta.com

DESCRIPTION	Pressure washing Curbs Only in specified area of community.
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### Estimate

#### Estimate

Description	Qty	Rate	Total
<b>Commercial Curb Cleaning</b> All curbs on both sides of street and all islands/roundabouts in blue/turquoise highlights.  Pressure wash curbs with moderate heat and regulated pressure to remove mildew, dirt, and algae.	1.00	\$6,255.00	\$6,255.00
<b>St Johns County Water Meter</b> Rental of St Johns Co water meter for use with city water sources.  Costs \$1,200 to rent then they pay us back for the difference that we don't use.  Meter needs to be placed and kept at Meralinda and Portada Dr.	1.00	\$595.00	\$595.00
St Johns		6.50%	\$0.00

**Estimate Total: \$6,850.00**

#### CUSTOMER MESSAGE

Thank you for the opportunity to serve you!

We uphold the highest industry standards for glass cleaning tools and methods but must inform and educate its customers about the inherent risk of scratches when cleaning glass. Given the facts below, we cannot be held liable for glass scratches. Minuscule glass particles (or "glass fines") may exist on the pane surface. This flaw is common for tempered or hurricane-proof glass often installed in Florida. During a normal cleaning process, these glass fines can break off and cause hairline scratches. Removal of paint, adhesives, calcium deposits, or construction debris may require the use of scrubbing pads or scrapers, which increases the risk of scratched glass, and is a separate service from standard window cleaning. When cleaning glass to remove calcium deposits, some brands of tinted or soft glass may be micro-scratched with vinyl buffing pads. Preexisting scratches may be visible or apparent after the glass is cleaned.

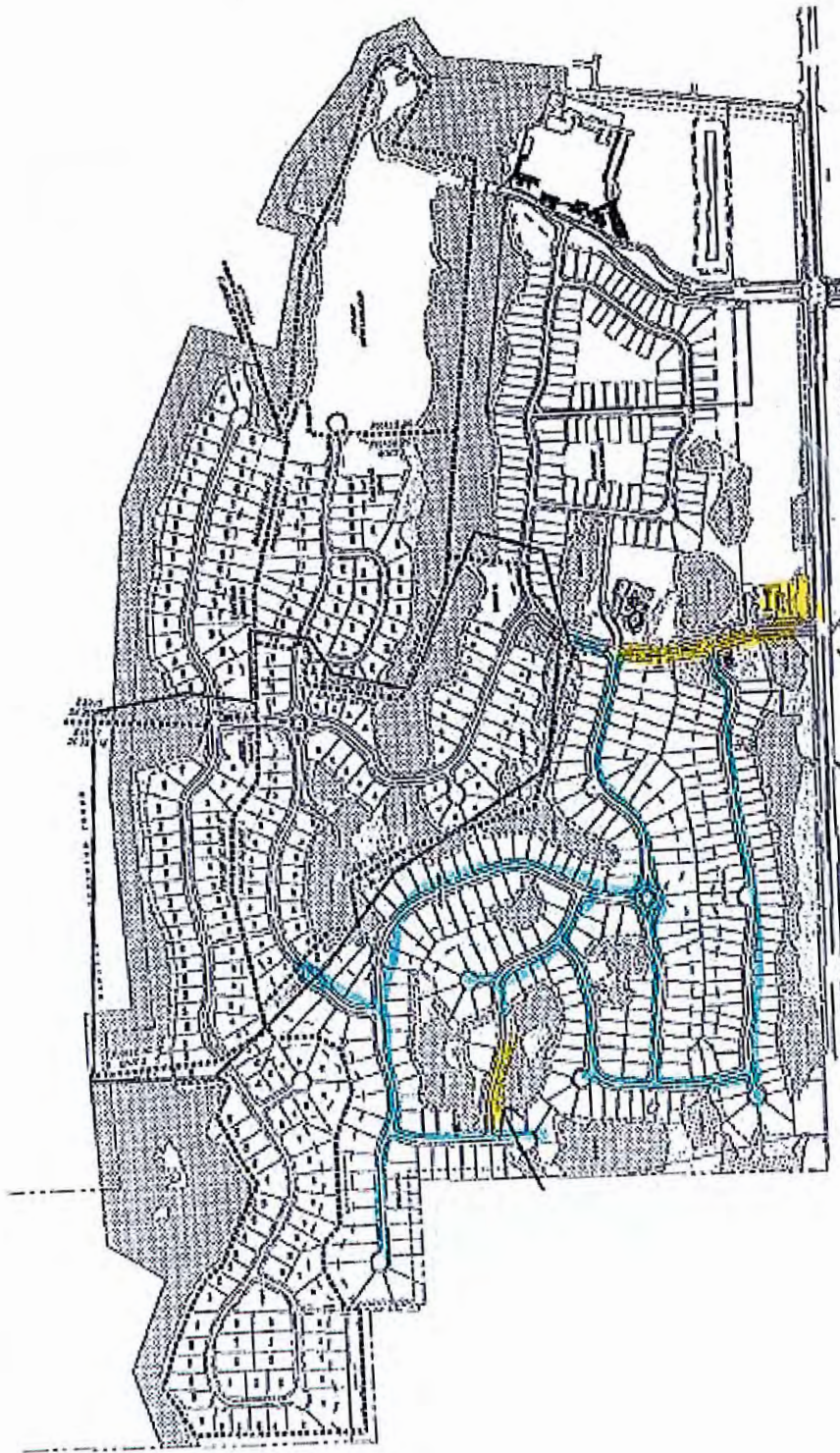
Terms of payment: The total amount stated is due upon completion. Where applicable, credit cards will be charged for the total amount upon completion based on the credit card information provided in advance. All late payments (over 30 days) may bear interest at the highest rate permissible under Florida law calculated daily and compounded monthly. Customer shall also be responsible for paying all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

Estimate Accepted By:

Accepted Date:

# Madeira CDD Pressure Washing

Blue area includes curbing only



## **Tab 11**



# PROPOSAL

**EAST COAST WELLS & PUMP SERVICES, LLC**  
**P.O. BOX 860179**  
**ST. AUGUSTINE, FL 32086**  
**(904) 824-6630 FAX: (904) 826-3668**  
**Email: eastcoastwells@gmail.com**

**Date: February 16, 2022**

**Name: Madeira CDD**  
**Attention: Lesley Gallagher**  
**Address: c/o Rizzetta & Company**

**Preventative Maintenance**

**Phone: 436-6270 x4637**

**Email: lgallagher@rizzetta.com**

**We hereby propose to furnish the materials and perform the labor necessary for the completion of:**

- 1. PERFORM YEARLY MAINTENANCE ON (2) PUMPS & CONTROL SYSTEMS**
- 2. TEST VOLTAGE & AMPERAGE ON MOTORS**
- 3. TEST WELL & PUMP PRODUCTION**
- 4. CHECK PRESSURE SWITCHES FOR WEAR**
- 5. CHECK CYCLE STOP VALVE SETTINGS**
- 6. CHECK AIR PRESSURE IN BLADDER TANKS**
- 7. CHECK PRESSURE GAUGES**
- 8. CHECK SYSTEM FOR LEAKS**
- 9. TEST ALL CAPACITORS**
- 10. INSPECT ALL CONTROL BOX WIRING & COMPONENTS**
- 11. PROVIDE DETAILED REPORT**

**Quoted: \$ 610.00 (For Both Wells) Due: Upon Completion**

**A 1 ½ percent per month (18% per annum will  
be charged if not paid within 10 days of invoice date)**

**Submitted by Matt Williams  
East Coast Wells & Pump Services, LLC**

Owner(s) hereby grant to East Coast Wells & Pumps, Inc. the right to enter upon and drive vehicles, including heavy trucks, over his property to site using the most efficient means of ingress and egress at sole discretion of East Coast Wells & Pumps, Inc. and agrees to release and same harmless East Coast Wells, Inc. from any and all damage to said property and all equipment, fixtures or improvements located upon, on or under the ground. This proposal is subject to change unless signed, returned and order to proceed is given within 30 days. The above proposal is accepted at the prices and terms specified herein. It is agreed that the seller will retain title to any equipment and materials that may be furnished until final payment is made as agreed. The seller shall have rights to remove same and seller will be held harmless for any damages resulting from the removal thereof.

**NOTICE: Owner/Agent understands that all unused or inoperable wells on site are a potential contamination site for the waters of the state. Also, those wells are required to be properly abandoned per Florida Administrative Code 40c-3.**

Unless otherwise specified, 90 day limited service guarantee with one year limited parts guarantee. Installation does not include either electric wiring or plumbing past the cut off valve. If the pump is not installed at the well, an additional charge may be incurred.

**Initial x \_\_\_\_\_**

## **ACCEPTANCE OF PROPOSAL**

Upon acceptance, the owner has agreed to give the contractor permission to sign for a permit for said work to be completed. Subject to site approval. Owner also acknowledges that East Coast Wells & Pump and Owner has marked well location by means of a stake or flag and hereby accepts full responsibility of said location. We do no guarantee water obtained to flow or be free of mineral content. Purchaser/Owner(s) agrees to pay attorney's fees, court cost and any other costs incurred by East Coast Wells & Pump Service, Inc. in collection of this debt, regardless of whether a suit is filed.

**I have read and agree with all conditions as specified above:**

**Signature: \_\_\_\_\_ DATE: \_\_\_\_\_**

**Proposal must be signed and returned before scheduling.**

# Supervisor Requests

# ADJOURNMENT