



Rizzetta & Company

# **Magnolia West Community Development District**

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**February 8, 2022**

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

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

## **MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084

<b>Board of Supervisors</b>	Judith Linde Arrington Lentz Fermin Lewis Douglas Kurht Cynthia Riegler	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Asst. Secretary Board Supervisor, Asst. Secretary Board Supervisor, Asst. Secretary
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock, LLC
<b>District Engineer</b>	Ryan Stilwell	Prosser

**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.

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.magnoliawestcdd.org](http://www.magnoliawestcdd.org)

February 1, 2022

Board of Supervisors  
Magnolia West Community  
Development District

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Magnolia West Community Development District will be held on **February 8, 2022 at 3:30 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043. The following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on October 12, 2021.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for September 2021, October 2021, and November 2021.....Tab 2
  - C. Consideration of Resolution 2022-01, Conducting 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
    - 2.) Consideration of Update to Prosser Rate Schedule.....Tab 7
  - C. Amenity Manager Report
    - 1.) First Coast CMS, Amenity Manager Report, January 28, 2022.....Tab 8
  - D. Landscape Report
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of Proposal for Pressure Washing.....Tab 9
  - B. Consideration of Resolution 2022-02, Updating Prompt Payment Policies..Tab 10
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very truly yours,  
**Lesley Gallagher**

Lesley Gallagher  
Magnolia West Community Development District

**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.*

MAGNOLIA WEST  
COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Magnolia West Community Development District was held on **Tuesday, October 12, 2021 at 3:30 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, Florida 32043. Following is the agenda for the meeting.

Present and constituting a quorum:

Judith Linde	<b>Board Supervisor, Chairman</b>
Arrington Lentz	<b>Board Supervisor, Vice Chairman</b>
Fermin Lewis	<b>Board Supervisor, Assistant Secretary</b>
Douglas Kuhrt	<b>Board Supervisor, Assistant Secretary</b>
Cynthia Riegler	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Michelle Rigoni	<b>District Counsel, Hopping Green &amp; Sams</b>
Ryan Stilwell	<b>District Engineer, Prosser Hallock</b>
Tony Shiver	<b>President, First Coast CMS</b>
Rodney Hicks	<b>Representative, BrightView Landscaping</b>
Zachary Arnette	<b>Representative, BrightView Landscaping</b>

Audience present.

## FIRST ORDER OF BUSINESS

## Call to Order

Ms. Gallagher opened the Board of Supervisors Meeting at 3:32 p.m. and read the roll call.

## SECOND ORDER OF BUSINESS

## Audience Comments on Agenda Items

There were no audience comments on agenda items.



**THIRD ORDER OF BUSINESS****Consideration of the Minutes of the Board of Supervisors' Regular Meeting held August 3, 2021**

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held August 3, 2021 for Magnolia West Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of the Operation and Maintenance Expenditures for June 2021, July 2021 and August 2021**

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board ratified Operation and Maintenance Expenditures for June 2021 in the amount of \$18,382.80, July 2021 in the amount of \$11,749.68 and August 2021 in the amount of \$18,595.75 for Magnolia West Community Development District.

**FIFTH ORDER OF BUSINESS****Staff Reports**

- A. District Counsel  
Ms. Rigoni was available for questions but had no specific report.
- B. District Engineer  
Mr. Stilwel had no report but was available to answer questions.
- C. Amenity Manager Report
  - 1.) First Coast CMS, Amenity Manager Report, October 2021  
Mr. Shiver reviewed his report under Tab 3 of the agenda. He noted that the prior pool repairs were delayed due to sourcing of the motor. Upon completion of that repair another motor went down and Florida Pump was contacted immediately. He noted they have another motor coming but wanted the Board to be aware should any unforeseen circumstances occur, and the pool needed to be closed again. He also updated the Board that the approved playground repairs, pressure washing, painting and landscape lighting had all been completed. He is also working on obtaining bids for amenity room flooring.
- D. Landscape Report
  - 1.) BrightView Landscape Report, October 1, 2021  
Mr. Hicks and Mr. Arnette reviewed the landscape in the agenda and noted that they would be sending an irrigation technician to review the area on Maralinda where the new crosswalk is being installed.

- E. District Manager  
Ms. Gallagher reviewed District Manager Report.

Mr. Kurht requested the pond maintenance company be contacted regarding trash not being removed from ponds. Ms. Linde requested that amenity updates need be sent out more frequently to allow residents to get a better understanding of improvements being made by the CDD. Discussions ensued. Mr. Shiver will send out an E-Blast following meetings as an update of what is to be looked forward to.

**SIXTH ORDER OF BUSINESS****Ratification of District Insurance Policy  
Proposal for Fiscal Year 2021-2022**

On a motion by Ms. Riegler seconded by Mr. Lewis, with all in favor, the Board ratified District Insurance Policy for Fiscal Year 2021-2022 for Magnolia West Community Development District.

**SEVENTH ORDER OF BUSINESS****Consideration of WebWatchDog Proposal  
for Extended Warranty**

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the Extended Warranty proposal from WebWatchDogs effective February 4, 2022 in the amount of \$250.00, for Magnolia West Community Development District.

**EIGHTH ORDER OF BUSINESS****Consideration of Proposal for Annual  
Engineer Report**

On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the Annual Engineer Report Proposal in the amount of \$1,500.00 for Magnolia West Community Development District.

**NINTH ORDER OF BUSINESS****Supervisors Request and Audience  
Comments**

No supervisors request.

An audience member thanked the Board.

**TENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. Riegler, seconded by Ms. Linde, with all in favor, the Board of Supervisors adjourned the meeting at 4:07 p.m. for the Magnolia West Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## **Tab 2**

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.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: **\$38,780.23**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Magnolia West 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>
1st Coast Painting & More, Inc.	2000	6221	Interior Painting 02/20	\$ 5,590.00
Amerigas Propane LP	2001	3123888054	Tank Rent 06/21	\$ 110.00
Ashley Isaacson	2004	82921	Rental Deposit Refund - Ashley Isaacson 08/21	\$ 50.00
Brightview Landscape Services, Inc.	2012	7525174	Monthly Landscape Service 09/21	\$ 2,847.95
Celeste Dykas	2003	82521	Rental Deposit Refund - Celeste Dykas 08/21	\$ 50.00
Clay Electric Cooperative, Inc.	2002	7213663 8/21	3490 Canyon Falls Drive 08/21	\$ 1,003.00
Clay Electric Cooperative, Inc.	2002	9075317 8/21	3179 Canyon Falls Dr Entry Sign 08/21	\$ 31.00
Clay Electric Cooperative, Inc.	2002	9075319 8/21	3185 Canyon Falls Dr Sign 08/21	\$ 30.00
Deanna Roy	2007	82721	Rental Deposit Refund - Deanna Roy 08/21	\$ 100.00
Egis Insurance & Risk Advisors	2013	14005	Gen Liab/Property/PO Renwal 21/22 Amenity Staff, Janitorial, Pool & Maintenance Service 08/21	\$ 13,258.00
First Coast CMS, LLC	2008	5948	Reimbursement for Purchases 08/21	\$ 3,706.16
First Coast CMS, LLC	2008	6065	Soft Wash 09/21	\$ 3,212.90
Krystal Klean	2009	7026355		\$ 4,219.38

# Magnolia West 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>
Prosser Inc.	2010	46680	Engineering Services 08/21	\$ 105.00
Rizzetta & Company, Inc.	2005	INV0000061119	District Management Fees 09/21	\$ 3,769.84
Rizzetta Technology Services, LLC	2006	INV0000007893	Website Hosting Services 09/21	\$ 100.00
The Lake Doctors, Inc	2011	602244	Lake Maintenance 09/21	<u>\$ 597.00</u>
<b>Report Total</b>				<b><u>\$ 38,780.23</u></b>

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.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: **\$25,832.58**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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



# Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Advanced Lawn Technologies, LLC dba American Electrical Contracting, Inc.	2020	7640	Landscaping Lighting 09/21	\$ 3,657.84
Arrington Lentz	2021	W44918	Replaced Photocell 07/21	\$ 199.00
	2025	AL101221	Board of Supervisors Meeting 10/12/21	\$ 200.00
Ashlynn Baltazar	2022	101021	Rental Deposit Refund - Ashlynn Baltazar 10/21	\$ 50.00
Brightview Landscape Services, Inc.	2028	7591419	Landscape Maintenance 10/21	\$ 2,847.95
Clay Electric Cooperative, Inc.	2015	Electric Summary 09/21	Electric Summary 09/21	\$ 1,188.00
Clay Today	2019	329718 3/7	Legal Advertising Acct #502236 09/21	\$ 79.65
Comcast	2021100721-1	8495 74 150 0248350 10/21	Amenity Cable/Phone/Internet 10/21	\$ 277.35
Cynthia R Riegler	2023	CR101221	Board of Supervisors Meeting 10/12/21	\$ 200.00
Douglas Robert Kuhrt	2024	DK101221	Board of Supervisors Meeting 10/12/21	\$ 200.00
Ferman Clifford Lewis II	2026	FL101221	Board of Supervisors Meeting 10/12/21	\$ 200.00
First Coast CMS, LLC	2029	6027	Amenity Staff, Janitorial, Pool & Maintenance Service 10/21	\$ 3,817.35
First Coast CMS, LLC	2016	6129	Reimbursement for Purchases 09/21	\$ 781.02

# Magnolia West 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>
Florida Pump Service, Inc	2030	80943	Pump Repair/motor replacement 10/21	\$ 1,590.00
Innersync Studio, Ltd dba. Campus Suite	2014	19779	Website Service ADA Compliance Q1 FY 21/22	\$ 384.38
Republic Services #687	2021100721-2	0687-001167996	Waste Disposal Services 10/21	\$ 236.87
Rick Allen	2018	100221	Rental Deposit Refund - Rick Allen 10/21	\$ 50.00
Rizzetta & Company, Inc.	002031	INV0000061849	District Management Fees 10/21	\$ 3,768.17
Rizzetta & Company, Inc.	002027	INV0000062017	Assessment Roll Preparation FY 21/22	\$ 5,408.00
Rizzetta Technology Services, LLC	002017	INV0000007986	Website Hosting Services 10/21	\$ 100.00
The Lake Doctors, Inc	002032	608851	Lake Maintenance 10/21	<u>\$ 597.00</u>
<b>REPORT TOTAL</b>				<u><u>\$ 25,832.58</u></u>

# MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.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:   **\$15,395.66**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Magnolia West 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>
America Malley	002046	110221	Rental Deposit Refund -America Malley 11/21	\$ 50.00
Brightview Landscape Services, Inc.	002039	7597128	Landscape Maintenance 11/21	\$ 2,949.00
Brightview Landscape Services, Inc.	002039	7615030	Flowers Install 10/21	\$ 921.12
Brightview Landscape Services, Inc.	002039	7615443	Irrigation Reparis 10/21	\$ 331.66
Clay Electric Cooperative, Inc.	002033	Electric Summary 10/21	Electric Summary 10/21	\$ 1,115.00
Department of Economic Opportunity	002040	84922	Special District Fee FY 21/22	\$ 175.00
First Coast CMS, LLC	002041	6096	Amenity Staff, Janitorial, Pool & Maintenance Service 11/21	\$ 3,817.35
First Coast CMS, LLC	002034	6166	Reimbursement for Purchases 10/21	\$ 914.93
Fitness Pro	002035	26021	Qrtly Preventative Maintenance 09/21	\$ 150.00
Florida Department of Revenue	002036	65-8017548744-9 3rd Quarter	FL Sales And Use Tax 07/01/21 - 09/30/21	\$ 46.43
Jordan Parrish	002047	102921	Party Cancelled - Jordan Parrish 11/21	\$ 50.00
Joyce Waigura	002045	110221	Rental Deposit Refund - Joycw Waiguru 11/21	\$ 150.00

# Magnolia West 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>
Prosser Inc.	002042	46981	Engineering Services 10/21	\$ 210.00
Rizzetta & Company, Inc.	002037	INV0000062540	District Management Fees 11/21	\$ 3,768.17
Rizzetta Technology Services, LLC	002038	INV0000008169	Website Hosting Services 11/21	\$ 100.00
The Lake Doctors, Inc	002043	615271	Lake Maintenance 11/21	\$ 597.00
Turner Pest Control, LLC	002044	7935453	Pest Control 10/21	\$ <u>50.00</u>
<b>REPORT TOTAL</b>				<b>\$ <u>15,395.66</u></b>

## **Tab 3**

## RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(C), FLORIDA STATUTES AND INSTRUCTING THAT THE CLAY 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 Magnolia West 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 Clay 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 Clay 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 MAGNOLIA WEST 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	Judith Linde	November 2022
2	Arrington Lentz	November 2022
3	Fermin Lewis	November 2022
4	Cynthia Reigler	November 2024
5	Douglas Kuhrt	November 2024

2. **GENERAL ELECTION SEATS.** Seat 1, currently held by Judith Linde, and Seat 2, currently held by Arrington Lentz and Seat 3, currently held by Fermin Lewis 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 Clay 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 8th day of February 2022.

ATTEST:

**MAGNOLIA WEST  
COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors



## **EXHIBIT A**

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

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Magnolia West 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 Clay County Supervisor of Elections located at 500 N. Orange Ave., Green Cove Springs, Florida 32043, Phone (904) 269-6350. 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 Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Magnolia West Community Development District has three (3) seats up for election, specifically Seats 1, 2 and 3, 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 Clay 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. Magnolia West Community Development District (“**Client**”)  
c/o Rizzetta & Company  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

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:

Katie S. Buchanan	\$305
Associates	\$250 - \$285
Paralegals	\$140

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:

**MAGNOLIA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

**KUTAK ROCK LLP**

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

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

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

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

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

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



## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

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

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

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

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

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

## **Tab 5**

## 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

---

<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**

January 27, 2022

Magnolia West CDD  
c/o Lesley Gallagher  
Rizzetta & Company  
2806 North Fifth Street, Unit 403  
St. Augustine, Florida 32084

**RE: Magnolia West Community Development District  
Proposal for Engineering Services  
Stormwater Management Needs Analysis Report**

Dear Ms. Gallagher:

Thank you very much for this opportunity to submit a proposal for professional services for the preparation of a "Stormwater Management Needs Analysis Report" (NAR) for the District. The necessary scope and fee are described below:

**Task 1 – Coordination, Meetings and Exhibits**

Prosser will meet with District Staff and consultants, as necessary, for the completion of the District's NAR. Prosser will utilize GIS information and available District data to develop the necessary exhibits to support the NAR. These exhibits will be provided to District Staff and consultant team for comments. Prosser will modify as necessary to finalize.

Because of the uncertain nature of this task, we propose it be on a time & materials (T&M) basis utilizing Prosser's current hourly rates.

**Task 2 – Complete Stormwater "Needs Analysis" Documentation**

Prosser, with the assistance of the CDD Manager, will complete Stormwater Management NAR spreadsheet in accordance with Section 403.9302 of the Florida Statutes which as a minimum will include the following:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served, calculated in 5-year increments.
- c) The current and projected service area for the stormwater management program or system.
- d) The current and projected cost of providing services, calculated in 5-year increments.
- e) The estimated remaining useful life of each facility and/or its major components.
- f) 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.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues, in addition to expenditures with an evaluation of how the local government expects to close any projected funding gap.

This draft will be provided to District staff and the consultant team for review and comments.

**Task 3 Final Stormwater Needs Analysis**

Prosser will evaluate the comments generated from Task 2, incorporate any additional information, and finalize the Stormwater Management NAR.

**FEES**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Task 1	Coordination, Meetings and Exhibits (T&M)	\$1,500.00
Task 2	Draft Stormwater Needs Analysis (Lump Sum)	\$3,000.00
Task 3	Final Stormwater Needs Analysis (Lump Sum)	\$1,500.00

**ADDITIONAL SERVICES**

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached. Prosser, Inc. will obtain proposals for other subconsultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work as necessary. We will assist with coordinating the work of all subconsultants by providing them with site information and data, as and when requested. These subconsultants will contract directly with you for their services.

Our scope of work for this project does not include the following:

- CLOMR/LOMR Application Process
- Regulatory Planning Work
- Traffic Study/Signal Warrant Analysis
- Design and Permitting
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Land or Easement Acquisition Elements
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- NPDES Stormwater permitting
- Engineers Estimate of Probable Costs
- Bid Administration
- Coordination of any dry utilities
- Permit Fees
- Three-dimensional graphics
- Structural, electrical and mechanical design
- PUD Modification



## OUT-OF-POCKET EXPENSES

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long-distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience. Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

Sincerely,

**PROSSER**<sup>TM</sup>



Ryan P. Stilwell, PE  
Principal

Accepted By:

---

Signature

---

Typed Name and Title

---

Date

**PROSSER**

**PROSSER, INC.**

**GENERAL CONDITIONS**

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items from Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants; however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.

9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

**PROSSER**



*Creative Visionaries. Engineering Minds™*

## Hourly Rate Schedule

Effective May 17, 2021

### Planning & Engineering

Principal	\$235
Project Director	\$200
Project Manager	\$175
Senior Engineer	\$170
Engineer	\$140
Senior Planner & Senior Landscape Architect	\$165
Planner & Landscape Architect	\$140
Senior Graphic Arts Director	\$165
Graphic Art Designer	\$120
Senior Designer	\$140
Designer	\$110
CADD Technician	\$ 95
Clerical	\$ 85
Administrative Support	\$ 85

### Project & Business Services

Project Administrator	\$145
Sr. Project Researcher	\$140
Project Researcher	\$135
Sr. Public Relations Liaison	\$150
Technical Writer	\$105

### Information Services

Programmer	\$140
Information Systems	\$140
GIS Programmer	\$150
GIS Analyst	\$130
GIS Technician	\$115

### CEI/Construction Management Services

Resident Engineer	\$160
Construction Project Manager	\$150
Sr. Construction Inspector	\$105
Construction Inspector	\$ 95

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

## **Tab 7**

October 28, 2021

Lesley Gallagher  
Magnolia West CDD  
c/o Rizzetta & Company  
2806 N. 5<sup>th</sup> Street., Suite 403  
St. Augustine, FL 32084

**RE: Prosser, Inc. 2021 Updated Rate Schedule**

Dear Ms. Gallagher:

After analyzing our current rates with the Magnolia West CDD, which have been in effect since August 1, 2018, we have found it necessary to increase rates to our current standard professional rates. These adjustments are being made to accommodate increases in personnel costs and to enable us to serve the Magnolia West CDD well by continuing to attract the most highly qualified professionals in our service areas. Please note that these new rates went into effect in May, 2021, however, due to our long-standing relationship with the Magnolia West CDD we have maintained the agreed upon rates as long as fiscally possible.

We appreciate the trust you have placed in Prosser and look forward to continuing to fulfill your design needs in the future. Please review the attached rates for presentation and approval at the next Board meeting, as we anticipate implementation of these rates beginning January 1, 2022.

If you have any questions or require additional information, please feel free to contact our office.

Sincerely,

**PROSSER, INC.**



Ryan P. Stilwell, PE  
Principal

Enclosure: 2021 Rate Schedule



*Creative Visionaries. Engineering Minds®*

## Hourly Rate Schedule

Effective May 17, 2021

### Planning & Engineering

Principal	\$235
Project Director	\$200
Project Manager	\$175
Senior Engineer	\$170
Engineer	\$140
Senior Planner & Senior Landscape Architect	\$165
Planner & Landscape Architect	\$140
Senior Graphic Arts Director	\$165
Graphic Art Designer	\$120
Senior Designer	\$140
Designer	\$110
CADD Technician	\$ 95
Clerical	\$ 85
Administrative Support	\$ 85

### Project & Business Services

Project Administrator	\$145
Sr. Project Researcher	\$140
Project Researcher	\$135
Sr. Public Relations Liaison	\$150
Technical Writer	\$105

### Information Services

Programmer	\$140
Information Systems	\$140
GIS Programmer	\$150
GIS Analyst	\$130
GIS Technician	\$115

### CEI/Construction Management Services

Resident Engineer	\$160
Construction Project Manager	\$150
Sr. Construction Inspector	\$105
Construction Inspector	\$ 95

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

# Amenity Manager Report

## **Tab 8**





# **Magnolia West Community Development District**

Field Report Jan 2022

First Coast CMS LLC  
1/28/2022

## ***Swimming Pool***

At this time, there are no maintenance issues to report regarding the pools.

Several repairs needed to be made in house due to leaks in the filtration system.

Pool was inspected by Health Dept and passed with zero violations

## ***Common Area and Events***

Flooring to the clubhouse rental room has been replaced.

The A/C Heating system to the Amenity Room needed repaired on 1/27. Upon inspection it appears that there are some issues with system, and it is being recommending that it be replaced.

Holiday decorations were installed and removed.

Carriage lights on the front of the Amenity Center were replaced.

Backflow devices were scheduled for inspection, and all passed

Several ceiling lights in the Amenity Center were out and replaced with LEDs

The ceiling lights in the Men's restroom was replace with LED tubes

The facility and District fences need to be pressure washed. (proposal provided by same company that performed it last year).



# Landscape Report

# District Manager

# **BUSINESS ITEMS**

## Tab 9



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

## Estimate 68860795

DATE	
PO #	
Provided By	Reflections Cleaning reflections@krystalklean.com

CUSTOMER
C/o First Coast CMS, LLC Tony Shiver 352 Perdido St Saint Johns, FL, 32259-8756 (904) 537-9034 Tony@FirstCoastCMS.com

SERVICE LOCATION
C/o First Coast CMS, LLC Magnolia West CDD 3490 Canyon Falls Dr Green Cove Springs, FL, 32043-9230 (904) 537-9034 Tony@FirstCoastCMS.com

DESCRIPTION	soft washing, pressure washing and window washing
-------------	---

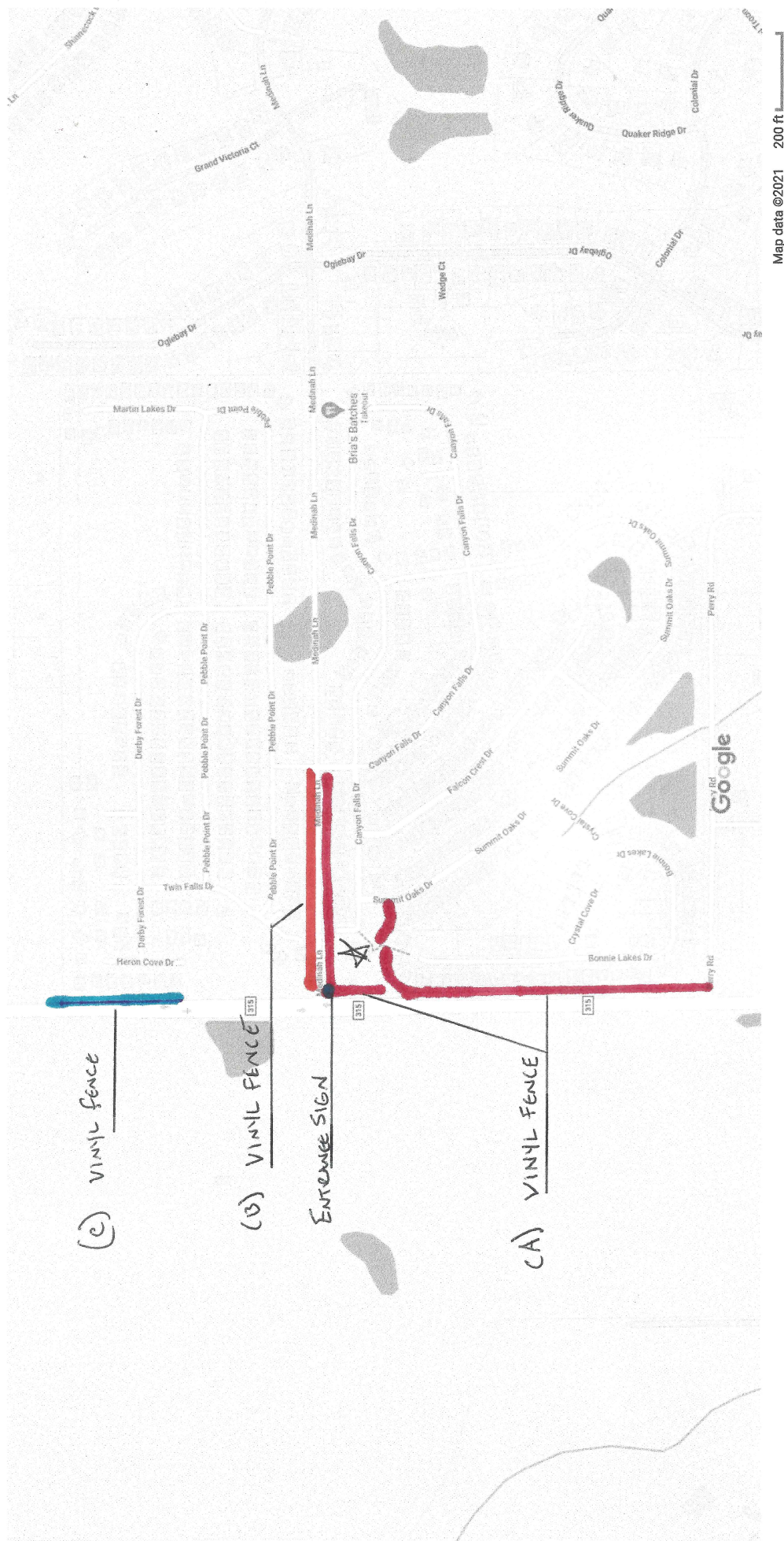
### Estimate

#### Estimate

Description	Qty	Rate	Total
<b>Commercial Soft Wash</b> Soft wash amenity center building  Soft washing removes most mildew, dirt, and algae which accounts for 95% of roof discoloration in Florida. This process potentially expose mineral deposit stains that would require additional chemical treatment to remove. Krystal Klean does not currently offer this chemical service on roofs. Please discuss any questions with your Krystal Klean representative	1.00	\$650.00	\$650.00
<b>Commercial Window Cleaning</b> Wash outside of exterior windows  -Service includes cleaning glass to remove organic build-up. -Removal of paint, adhesives, calcium deposits, or construction debris from glass is an additional service. -Customer Acknowledges the risk of using a scraper when cleaning glass and holds Krystal Klean harmless to use scrapers or razors for removal of build-up (if needed). -Krystal Klean uses high quality, industry-standard razor blades and professional technique to reduce risk of glass scratches. -Technicians will inspect window waterproofing joints and provide recommendations for repair or replacement if necessary.	1.00	\$125.00	\$125.00
<b>Pressure Wash Flat Surfaces</b> Pressure wash sidewalk and curbing in the Amenity Center parking lot and between building and playground. Sidewalk running East to West from building to back edge of tennis court (stop at message board sign). Sidewalk leaving amenity center to vinyl fence cut through (south of building)  Pressure Wash flat surfaces as requested. Many stains due to automotive fluids, tree nuts, rust, and mineral deposits will not be removed completely with pressure	1.00	\$725.00	\$725.00



washing. We will do our very best but make no guarantee that all stains will be removed.			
<b>Commercial Soft Wash</b> Soft wash all pavers on the front of the building, upper terrace on back of building and entire pool deck	1.00	\$250.00	\$250.00
<b>Commercial Soft Wash</b> Soft wash road facing side of vinyl fencing A (RED)- runs along CR315b North to South, and ends at tennis court. Both sides of vinyl fencing along berm of Amenity Center and Monument Sign. Road facing side of vinyl fencing on the Southside of Medinah road all the way to the first entrance to Magnolia West. (Nothing east of the community entrance)	1.00	\$1,765.00	\$1,765.00
<b>Commercial Soft Wash</b> Soft wash road facing side of vinyl fencing B (Orange)- runs along the North side of Medinah Rd all the way to the entrance of The Preserve at Magnolia West.	1.00	\$450.00	\$450.00
<b>Commercial Soft Wash</b> Soft wash road facing side of vinyl fencing C (Blue)- Runs CR315B North to South and runs from the last house	1.00	\$245.00	\$245.00
Clay		7.50%	\$9.38
<b>Estimate Total:</b>			<b>\$4,219.38</b>
<b>CUSTOMER MESSAGE</b>			
<p>Thank you for the opportunity to serve you!</p> <p>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.</p> <p>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.</p>			
Estimate Accepted By:		Accepted Date:	



(c) VINYL fence

(b) VINYL FENCE

ENTRANCE SIGN

CA) VINYL FENCE

## **Tab 10**

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST 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 Magnolia West 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 Clay 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 MAGNOLIA WEST 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 8<sup>th</sup> day of February, 2022.

ATTEST:

**MAGNOLIA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

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

**EXHIBIT A**

**MAGNOLIA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

**Prompt Payment Policies and Procedures**

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

**February 8, 2022**

**Magnolia West 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 Magnolia West 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**  
Magnolia West 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.).



**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT