



Rizzetta & Company

Madeira Community Development District

Board of Supervisors' Meeting August 25, 2021

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

www.madeiracdd.org

MADERIA COMMUNITY DEVELOPMENT DISTRICT

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

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

August 18, 2021

**Board of Supervisors
Madeira Community
Development District**

AGENDA

Dear Board Members:

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

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

G.	Consideration of Resolution 2021-06, Imposing Special Assessments.....	Tab 11
H.	Acceptance of Second Addendum to District Services Agreement.....	Tab 12

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

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

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

CALL TO ORDER / ROLL CALL

PUBLIC COMMENTS

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, May 26, 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	Board Supervisor, Chairman
Doug Maier	Board Supervisor, Vice Chairman
John Moore	Board Supervisor, Assistant Secretary
Thomas Barton	Board Supervisor, Assistant Secretary
Orville Dothage III	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Hopping Green & Sams, P.A.
John Distler	Business Development Manager, Yellowstone Landscape
Scott Barnes	Account Manager, Yellowstone Landscape
Drew Baltz	Account Manager, Yellowstone Landscape

Public members were present.

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**

An audience member had an audit comment and a comment regarding weeds that need to be treated.

THIRD ORDER OF BUSINESS**Consideration of Minutes of the**

**Board of Supervisors' Regular
Meeting held on February 24, 2021**

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on February 24, 2021 for Madeira Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for
January 2021 and February 2021**

On a motion by Mr. Barton, seconded by Mr. Lanius, with all in favor, the Board approved the Operation and Maintenance Expenditures for January 2021 in the amount of \$17,507.97 and February 2021 in the amount of \$47,286.55 for Madeira Community Development District.

FIFTH ORDER OF BUSINESS

**Acceptance of Annual Audit Report,
Fiscal Year Ending September 30,
2020**

On a motion by Mr. Maier, seconded by Mr. Moore, with all in favor, the Board accepted the Annual Audit Report, Fiscal Year Ending September 30, 2020 for Madeira Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
District Counsel updated the Board regarding two (2) bills that could impact CDD's but have not yet been signed. One would authorize advertising using a newspaper website and the second involves potential ethics training for Board members. He noted that he would bring additional information back to the Board should either be passed.
- B. District Engineer
The District Engineer was not requested to attend.
- C. Landscape Maintenance
1.) Yellowstone Landscape Report, May 2021
2.) Consideration of Proposals Reconfiguring Entry Landscape
Mr. Barns and Mr. Baltz provided landscape updates.

The Board reviewed proposals for annuals and entry reconfiguration.
An updated proposal was provided to the Board (Exhibit A) for the

reconfiguring of the entrance following the FDOT work. Yellowstone confirmed this proposal included annuals for all designated CDD areas as well.

On a motion by Mr. Lanius, seconded by Mr. Barton, with all in favor, the Board approved the proposal from Yellowstone in the total amount of \$3,804.94, authorizing Mr. Maier to approve the timing of the enhancement since there is further FDOT work to be completed first for Madeira Community Development District.

D. District Manager

1.) Presentation of Registered Voter Count

2.) Charles Aquatics Pond Report, May 13, 2021

Ms. Gallagher updated the Board that as of April 15, 2021 there were four hundred and sixty-eight (468) registered voters in the District. She also noted that she had received an invoice for street sign replacements in the amount of \$15,200 (Exhibit B).

On a motion by Mr. Lanius, seconded by Mr. Barton, with all in favor, the Board authorized payment of \$15,200 to J.U.M. for Street Signs for Madeira Community Development District.

Ms. Gallagher also updated that she had been made aware of concrete and underdrain repairs that needed to be completed.

On a motion by Mr. Dothage, seconded by Mr. Lanius, with all in favor, the Board authorized a not to exceed amount of \$26,000 for this work and appointed Mr. Maier to approve the final proposal for Madeira Community Development District.

Ms. Gallagher provided the information regarding twenty-four (24) hour gate monitoring as requested and the number of times law enforcement has requested video as three (3).

SEVENTH ORDER OF BUSINESS

Consideration of Proposal(s) for Dog Waste Stations

On a motion by Mr. Barton, seconded by Mr. Dothage, with all in favor, the Board approved the Doody Daddy proposal with a two (2) year agreement for seven (7) stations and the addition of two (2) trash cans for Madeira Community Development District.

EIGHTH ORDER OF BUSINESS

Ratification of Approval of FPL Streetlight Agreement, Phase 2A-1

On a motion by Mr. Maier, seconded by Mr. Dothage, with all in favor, the Board ratified the agreement for Streetlights in Phase 2A-1 with FPL for Madeira Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2021-03,
Approving Fiscal Year 2021-2022
Proposed Budget and Setting Public
Hearing**

On a motion by Mr. Barton, seconded by Mr. Moore, with all in favor, the Board adopted Resolution 2021-03, Approving Fiscal Year 2021-2022 Proposed Budget and Setting the Public Hearing for August 25, 2021 at 2:00 p.m. at the Holiday Inn Express located at 2300 State Road 16, St. Augustine, Florida 32084 for Madeira Community Development District.

TENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

No audience comments.

No Supervisors' request.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board adjourned the meeting at 3:02 p.m. for Madeira Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A



Proposal #128051

Date: 05/26/2021

From: Andrew Baltz

Proposal For

Madeira CDD

c/o Rizzetta & Company, Inc.
2806 N 5th St
Suite 403
St. Augustine, FL 32084

main:
mobile:

Location

Maralinda Dr & US 1
St. Augustine, FL 32095

Property Name: Madeira CDD

Redesign of Entrance Island Bed - Sidewalk Install

Terms: Net 30

Redesign of Island Bed due to Sidewalk Construction. Removal of a section of Dwarf Podocarpus to recreate annual bed on east side of new sidewalk. Includes rerouting of irrigation lines to island tip (sod), and reinstalling irrigation lines and heads to ensure complete coverage.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor for removal, prep, grade, sod and installation	32.00	\$55.00	\$1,760.00
Planting Mix for Annual bed	3.00	\$65.00	\$195.00
Irrigation Technician	12.00	\$65.00	\$780.00
Irrigation pipe and fittings	1.00	\$357.14	\$357.14

Client Notes

Signature

x

SUBTOTAL \$3,092.14

SALES TAX \$0.00

TOTAL \$3,092.14

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Exhibit B

Jax Utilities Management, Inc

P O Box 6898
Jacksonville FL 32236-6898
904-779-5353

Invoice No. 210333

INVOICE

Customer

MADEIRA COMMUNITY DEVELOPMENT DISTRICT
2806 North Fifth Street
St. Augustine FL 32084
C/O: Rizzetta Company ATTN: Lesley Gallagher

Date 3/24/2021
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
	MADEIRA STREET SIGNS JOB #21-007/#21-008		
1	Replace Stop Sign at Intersection of US1 Material and Installation	\$3,500.00	\$3,500.00
2	Additional Stop Signs for the Madeira Development Material and Installation	\$2,400.00	\$4,800.00
2	Additional Stop/Street Signs for Madeira Development with Thermo Striping Material and Installation	\$3,450.00	\$6,900.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____

CC # _____

Expires _____

SubTotal	\$15,200.00
Shipping & Handling	\$0.00
Taxes	
State	
TOTAL	\$15,200.00

Office Use Only

Thank you for your business!

Tab 2

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures March 2021 Presented For Board Approval

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

The total items being presented: **\$18,937.62**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Madeira Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	001820	41034	Monthly Aquatic Management- 12 ponds 03/21	\$ 811.00
City of St. Augustine	001821	37545-00 02/21	21 Portada Dr Irrigation 02/21	\$ 1.75
City of St. Augustine	001821	37572-00 02/21	12 Pescado Dr Irrigation 02/21	\$ 1.75
Comcast	001810	8495 74 310 1318970 02/21	Acct# 8495 74 310 1318970 02/21	\$ 109.55
Comcast	001823	8495 74 310 1318970 03/21	Acct# 8495 74 310 1318970 03/21	\$ 109.55
Envera	001811	699606	Additional Resident Count 02/01/21-03/31/21	\$ 40.00
Envera	001818	700029	Monthly Serve & Additional Resident Count 04/01/21-04/30/21	\$ 1,890.00
Envera	001824	700773	Additional Resident Count 03/01/21-04/30/21	\$ 40.00
Florida Power & Light Company	001812	17027-26132 02/21	71 Tesoro Terrace 02/21	\$ 23.13
Florida Power & Light Company	001825	17027-26132 03/21	71 Tesoro Terrace 03/21	\$ 28.24
Florida Power & Light Company	001819	FPL Summary 02/21	FPL Summary 02/21	\$ 1,241.79
Rizzetta & Company, Inc.	001813	INV0000056979	District Management Fees 03/21	\$ 4,187.25

Madeira Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta Technology Services, LLC	001814	INV0000006908	Website Hosting Services 03/21	\$ 100.00
Smith Electrical Inc.	001815	16693	Light Fixture Installation 02/21	\$ 5,188.00
Thomas Lee Barton	001816	TB022421	Board of Supervisors Meeting 02/24/21	\$ 200.00
Yellowstone Landscape	001822	STAUG 197417	Monthly Landscape Maintenance 03/21	\$ 4,246.33
Yellowstone Landscape	001817	STAUG 200779	Winter Annual Rotation 03/21	\$ 306.00
Yellowstone Landscape	001817	STAUG 200780	Winter Annual Rotation 03/21	<u>\$ 413.28</u>
Report Total				<u><u>\$ 18,937.62</u></u>

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures

April 2021

Presented For Board Approval

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

The total items being presented: **\$18,934.64**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Madeira Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Berger, Toombs, Elam, Gaines & Frank	001828	352908	Audit Services FY 19/20	\$ 3,875.00
Charles Aquatics, Inc.	001832	41285	Monthly Aquatic Management- 12 ponds 04/21	\$ 811.00
City of St. Augustine	001833	37545-00 03/21	21 Portada Dr Irrigation 03/21	\$ 1.75
City of St. Augustine	001833	37572-00 03/21	12 Pescado Dr Irrigation 03/21	\$ 1.75
Clerk of Circuit & County Court	001831	04212021	Record Lien Notices 04/21	\$ 162.00
Comcast	001837	8495 74 310 1318970 04/21	Acct# 8495 74 310 1318970 04/21	\$ 109.55
Envera	001834	701180	Additional Resident Count 05/01/21-05/31/21	\$ 1,910.00
Florida Power & Light Company	001838	17027-26132 04/21	71 Tesoro Terrace 04/21	\$ 42.26
Florida Power & Light Company	001835	FPL Summary 03/21	FPL Summary 03/21	\$ 1,263.14
Hopping Green & Sams	001829	121076	General Legal Services 01/21	\$ 193.50
Rizzetta & Company, Inc.	001826	INV0000057597	District Management Fees 04/21	\$ 4,187.25
Rizzetta Technology Services, LLC	001827	INV0000007392	Website Hosting Services 04/21	\$ 100.00

Madeira Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 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.	001830	17128	Gate Repair 03/21	\$ 160.00
Yellowstone Landscape	001836	STAUG 205244	Monthly Landscape Maintenance 04/21	\$ 4,246.33
Yellowstone Landscape	001836	STAUG 212294	Irrigation Repairs 04/21	<u>\$ 1,871.11</u>
Report Total				<u>\$ 18,934.64</u>

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures

May 2021

Presented For Board Approval

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

The total items being presented: **\$13,225.06**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Madeira Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	001845	41520	Monthly Aquatic Management- 12 ponds 05/21	\$ 811.00
City of St. Augustine	001843	37545-00 04/21	21 Portada Dr Irrigation 04/21	\$ 1.75
City of St. Augustine	001843	37572-00 04/21	12 Pescado Dr Irrigation 04/21	\$ 1.75
Envera	001846	702142	Additional Resident Count 06/01/21-06/30/21	\$ 1,910.00
Florida Power & Light Company	001844	FPL Summary 04/21	FPL Summary 04/21	\$ 1,284.64
Hopping Green & Sams	001839	121715	General Legal Services 02/21	\$ 499.00
Krishna Hotel LLC dba Holiday Inn Express	001842	050421	Meeting Room Rental 05/26/21	\$ 100.00
Rizzetta & Company, Inc.	001840	INV0000058163	District Management Fees 05/21	\$ 4,187.25
Rizzetta Technology Services, LLC	001841	INV0000007486	Website Hosting Services 05/21	\$ 100.00
Yellowstone Landscape	001847	STAUG 220670	Monthly Landscape Maintenance 05/21	<u>\$ 4,329.67</u>
Report Total				<u>\$ 13,225.06</u>

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures June 2021 Presented For Board Approval

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

The total items being presented: **\$28,030.27**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Madeira Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	001857	41748	Monthly Aquatic Management- 12 ponds 06/21	\$ 811.00
City of St. Augustine	001856	37545-00 05/21	21 Portada Dr Irrigation 05/21	\$ 1.75
City of St. Augustine	001856	37572-00 05/21	12 Pescado Dr Irrigation 05/21	\$ 1.75
Comcast	202106142021-1	8495 74 310 1318970 05/21	Acct# 8495 74 310 1318970 05/21	\$ 109.55
Envera	001850	702688	Additional Resident Count 05/01/21-06/30/21	\$ 32.00
Envera	001858	703093	Additional Resident Count 07/01/21-07/31/21	\$ 1,926.00
Envera	001858	703853	Additional Resident Count 06/01/21-07/31/21	\$ 16.00
Florida Power & Light Company	001848	17027-26132 05/21	71 Tesoro Terrace 05/21	\$ 26.80
Hopping Green & Sams	001851	122675	General Legal Services 03/21	\$ 588.50
Jax Utilities Management, Inc.	001852	210333	Street Signs 03/21	\$ 15,200.00
LLS Tax Solutions Inc.	001853	002306	Arbitrage Rebate Calculation Series 2007A/B PE 04/30/21	\$ 500.00
Rizzetta & Company, Inc.	001854	INV0000058933	District Management Fees 06/21	\$ 4,187.25

Madeira Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	001855	INV0000007579	Website Hosting Services 06/21	\$ 100.00
Thomas Lee Barton	001849	TB052621	Board of Supervisors Meeting 05/26/21	\$ 200.00
Yellowstone Landscape	001859	STAUG 224753	Monthly Landscape Maintenance 06/21	<u>\$ 4,329.67</u>
Report Total				<u>\$ 28,030.27</u>

STAFF REPORTS

District Counsel

District Engineer

Landscape Report

*Yellowstone Landscape Report,
July 2021
(Under Separate Cover)*

Tab 3



Proposal #146378

Date: 08/02/2021

From: Andrew Baltz

Proposal For

Madeira CDD

c/o Rizzetta & Company, Inc.
2806 N 5th St
Suite 403
St. Augustine, FL 32084

main:
mobile:

Location

Maralinda Dr & US 1

St. Augustine, FL 32095

Property Name: Madeira CDD

Planting Bed Enhancement on North Side of Maralinda Drive

Terms: Net 30

Installation of miscellaneous perennials in planting bed on north side of Maralinda Dr. (near pond)

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor for prep and installation	4.00	\$57.00	\$228.00
Miscellaneous Perennials	30.00	\$11.50	\$345.00

Client Notes

Signature

X

SUBTOTAL \$573.00

SALES TAX \$0.00

TOTAL \$573.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Andrew Baltz

Office:

abaltz@yellowstonelandscape.com

District Manager

Tab 4



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: July 19, 2021

Aquatic Technician: Shayne Wilford

Client: Madeira

Waterways: Twelve ponds

Pond 1: Spot treated perimeter for pennywort and invasive grasses. Picked up trash from the water.



Pond 2: Pond was in good condition. Water level and clarity were good. Treated perimeter for pennywort and invasive grasses.



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



Pond 4: Pond was in good condition. Water level and clarity were good. Picked up trash. Treated pennywort, alligator weed, and invasive grasses.



Pond 5: Pond was in good condition. Treated pennywort, alligator weed, cattails, and torpedo grass.



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



Pond 7: Pond was in good condition. Treated perimeter vegetation. Picked up trash.



Pond 8: Pond was in good condition. Treated pennywort, alligator weed, and invasive grasses. Picked up trash from the water.



Pond 9: Pond was in good condition. Treated entire perimeter for pennywort, primrose, cattails and invasive grasses. Picked up trash from the water.



Pond 10: Pond was in good condition. Treated entire perimeter for pennywort, primrose, cattails and invasive grasses. Picked up trash.



Pond 11: Pond was in fair condition. No algae noticed. Picked up trash.



Pond 12: Pond was in good condition. Water level was normal. Treated perimeter for invasive grasses, cattails, and alligator weed.



Please call Charles Aquatics with any comments or questions.

BUSINESS ITEMS

Tab 5



Landscape Maintenance Services Proposal
prepared for

Madeira Community Development District



YELLOWSTONE
LANDSCAPE



Lesley Gallagher
Rizzetta & Company
District Manager
2806 N. 5th St, Suite 403
St Augustine, Florida 32084

Re: Landscape Maintenance Services Proposal for Madeira Community Development District

Thank you for your continued partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for the Madeira Community Development District. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **About Us:** Information about our company's qualifications, capabilities and values.
- **References:** A selected listing of clients with landscape service needs similar in scope to yours. Please reach out to them with any questions you have about working with us.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
John Distler, *Business Development Manager*
Yellowstone Landscape
386-237-8621
jdistler@yellowstonelandscape.com



SCOPE OF SERVICES SUMMARY

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

LANDSCAPE MAINTENANCE PROGRAM

TURFGRASS SPECIFICATIONS

Mowing

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

Edging & Trimming

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

Debris Removal

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).

- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

Fertilizer

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

Insect, Disease, and Weed Control

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

PLANT MATERIAL SPECIFICATIONS

Shrubs

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

Tree Maintenance

- Trees will be cleared of sprouts from trunk. “Lifting” of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

Edging and Trimming

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

Insect, Disease and Weed Control

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client’s property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications.

Fertilization

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

Irrigation System Specifications

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

Annual Flower Installations

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

MULCH

- Mulch will be replenished in accordance with the terms and specifications set forth in the landscape maintenance agreement.

ADDITIONAL SERVICES

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.

YELLOWSTONE LANDSCAPE PERSONNEL

- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

ADDITIONAL PROVISIONS

- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

ABOUT US



Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. For more than a decade since, we've been linked by a common goal to better serve our clients, sharing our experience in landscape maintenance, landscape installation, landscape enhancement, and tree care services.

Yellowstone Landscape has become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 3000 clients from local operating facilities across the South and Southwest.

Yellowstone Landscape is dedicated to creating and maintaining green spaces that enhance the quality of life where you live, work, and play. We provide professional landscaping services to some of the most outstanding homeowner associations, local governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers in the South and Southwest United States.

Quick Facts About Yellowstone Landscape:

- More than 30 Local Operating Branches Across the South and Southwestern United States
- Over 2500 Full-Time Employees & 800 Seasonal and Part-Time Associates
- More than 1000 Vehicles in Our Service Fleet
- Established Executive Leadership and Local Operations Management Teams
- Safety Program Recognized as Among the Most Proactive in the Landscape Industry
- 93% Client Satisfaction Rating in our most recent annual client survey
- 29 National Landscape Awards of Excellence received since 2008
- Ranked #5 in the 2019 Top 100 Largest Lawn & Landscape Companies in North America
- More than 1,000,000 trees planted along public roadways in the last decade

The South's Trusted Landscape Partner



Headquartered in Central Florida, we serve our clients from our local branch locations across six Southern states.

In many of the region's largest cities, we've opened multiple operating branches in order to more efficiently serve our clients, including four locations in Houston, three locations in Atlanta, and two locations in Orlando.

All our branch operating teams are supported by the collective strength of a regional leader in commercial landscaping services.

We empower our local branch teams to make decisions in the best interest of our clients and their properties.

No excuses, no calling headquarters, no corporate red tape. **Just do what's right.**

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the South's trusted commercial landscaping partner.

Industry Recognition



Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in our industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Hermann Park; Houston, Texas; 2017

Walton Riverwood; Atlanta, Georgia; 2017

Legacy of Leesburg; Leesburg, Florida; 2017

Swan and Dolphin Resort; Orlando, Florida; 2016

Cane Island Amenity Village; Katy, Texas; 2016

Tradition; Tradition, Florida; 2015

AAA Headquarters; Lake Mary, Florida; 2013

Technology Park Atlanta; Peachtree Corners, Georgia; 2013

Boeing 787 Assembly Facility; North Charleston, South Carolina; 2012

Waldorf Astoria Resort; Orlando, Florida; 2012

Grand Haven; Palm Coast, Florida; 2011

Fleming Island Plantation; Orange Park, Florida; 2010

Hammock Beach Resort; Palm Coast, Florida; 2008

Reunion Resort & Club; Orlando, Florida; 2007

Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Experience & References



At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Hammock Beach Resort
Client Since: 2002
Services Provided: Landscape Design & Installation,
Landscape Maintenance
Client Contact Information: Carlton Grant, *Regional Managing Director*
Hammock Beach Resort
407-396-3181
cgrant@reunionresort.com



Project Name: Heritage Park of St Augustine
Client Since: 2005
Services Provided: Landscape Design & Installation,
Landscape Maintenance
Client Contact Information: Jennifer Presson, Association Manager
Associa CMC-Jacksonville
225 Hefferon Dr
St. Augustine, FL 32084
904-367-8532



Project Name: Ocean Palms HOA
Client Since: 2019
Services Provided: Landscape Design & Installation,
Landscape Maintenance
Client Contact Information: Alice Randolph, Association Manager
230 San Nicolas Way
St Augustine, FL 32080
904-461-9708
arandolph@mayresort.com



Project Name: The City of St Augustine
Client Since: 2013
Services Provided: Landscape Maintenance, Landscape
Enhancements
Client Contact Information: Mark Hartley, Streets & Grounds Manager
904-576-7707
mhartley@citystaug.com



REFERENCES



At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Deer Run CDD/Grand Reserve
Client Since: 2008
Services Provided: Landscape Maintenance, Landscape Design, Landscape Enhancement
Client Contact: Alan Sheerer, Field Manager
Governmental Management Services
Orlando, FL
P: 407-398-2890
E: Ascheerer@gmscfl.com

Project Name: Park Place HOA
Client Since: 2019
Services Provided: Landscape Maintenance
Client Contact: JD Applegarth, Association Manager
Southern States Management Group
Palm Coast, FL
P: 386-446-6333
E: JDApplegarth@ssmgrouppinc.com

Project Name: Seaside at Anastasia
Client Since: 2014
Services Provided: Landscape Maintenance, Landscape Design, Landscape Enhancement
Client Contact: Jamie Serenati, Association Manager
Coastal Realty Property Management
St Augustine, FL
P: 904-461-0097
E: jamie.serenati@coastalrealtyfl.com

Project Name: Sea Pines HOA
Client Since: 2018
Services Provided: Landscape Maintenance, Landscape Design, Landscape Enhancement
Client Contact: Alice Randolph, Association Manager
MAY Management Services
St Augustine, FL
P: 904-461-9708
E: ARandolph@mayresort.com

**Client Name:**

Madeira Community Development District

Property Name:

Madeira Community Development District

Billing Address:

2806 N. 5th St
Suite 403
St Augustine, Florida 32084

Property Address:

Maralinda Dr, St Augustine

Property Contact:

Lesley Gallagher

Contractor:

Yellowstone Landscape
PO Box 849
Bunnell, FL 32110

Property Contact Email:

LGallagher@rizzetta.com

Yellowstone Contact:

John Distler

Property Contact Phone:

904-436-6270

Yellowstone Contact Email:

jdistler@yellowstonelandscape.com

Contract Effective Date:

10/01/2021

Yellowstone Contact Phone:

386-237-8621

Contract Expiration Date:

09/30/2022

Yellowstone Scope of Services:

The Client agrees to engage Yellowstone Landscape to provide the services and work described in the attached Exhibit(s) A & B.

Initial Term:

One Year

Compensation Schedule:

The Client agrees to pay Yellowstone Landscape **\$22,956.00** annually, in equal monthly installments billed in the amount of **\$1,913.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: **Yellowstone Landscape**

Accepted by: **Madeira CDD**

Printed Name: **Brian Wester, Regional Vice President**

Printed Name:

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

Core Maintenance Services	
Mowing & Detail Services Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning up to 10 feet, Weeding & Cleanup	\$45,026
IPM - Fertilization and Pest Control Includes Palm & Shrub Fertilization, Turf Fertilization, Pest Control Applications, & Ant Treatments	\$3,960
Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out & Maintaining Valve Boxes	\$2,970
Total	\$51,956

Additional Services - Billed at Time of Service	
Designer Brown Mulch - Per Year (Recommend 1x per year) Includes Bed Prep & Maintenance	\$9,120
Palm Pruning - Per Year (Recommend 1x per year)	\$720
Annual Flower Rotations - Per Year (Recommend 4x per year)	\$2,840.80
Additional Labor (Laborer/Irrigation Tech)	\$55-hour/\$65-hour

Grand Total Annual:	\$51,956.00
Grand Total Monthly:	\$4,329.67

EXHIBIT "B"

PERFORMANCE STANDARDS

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Mowing & Detail Services	41
• Shrub Pruning	8
• Small Tree Pruning	1
IPM - Fertilization & Pest Control	6
• Turf Fertilization	4
• Shrub Fertilization	2
• Insecticide	2
• Shrub - Fungicide, Insecticide	2
Irrigation Inspections	12
Mulch Installation	As Requested
Palm Pruning	As Requested
Annual Flower Installation	As Requested

Our People. Your Partner.



At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 1800 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities.

Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

We're proud of our people. We want you to be proud of your landscape service partner.

Tab 6



Aquatic Management Agreement

This **Agreement** dated *effective to start* _____, **2020**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Madeira CDD c/o Rizzetta & Company

Address 3434 Colwell Ave, Ste 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Fax _____ E-Mail lgallagher@rizzetta.com

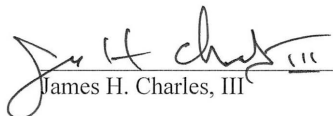
Hereinafter called "**CLIENT**".

- 1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Twelve (12) ponds located in Madeira Community Development District in St Augustine, FL.
- 2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) Monthly Aquatic Management Services	\$ <u>811.</u>
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) Grass Carp stocking (Upon Approval)	\$ <u>7.50/fish</u>
e) Permitting for Grass Carp	\$ <u>Included</u>
f) Fabrication and Installation of Aluminum Fish Barriers	\$ <u>45/sq. ft</u>
g) Excessive Construction Trash Collection	\$ <u>75./hour</u>

- 3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **October 1, 2021**.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** - Trash removal consists of the physical removal of minor trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for irrigation.	<input type="checkbox"/>	<input type="checkbox"/>	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	<input type="checkbox"/>	<input type="checkbox"/>	_____
d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
e) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
h) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.	<input type="checkbox"/>	<input type="checkbox"/>	_____
i) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (g) above on the spaces below:			_____ _____ _____

j) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.

k) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.

l) Disclosure by checking and initialing boxes listing certain conditions adjacent to subparagraphs (a) through (i) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event that Charles Aquatics, Inc. installs aluminum fish barriers at their cost and the contract is terminated by CLIENT, the CLIENT must reimburse Charles Aquatics, Inc. for the barriers.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Tab 7



1702 Lindsey Rd.
Jacksonville, Fl. 32221-6791
Ph. (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Madeira HOA

Attn: Lesley

08 16 21

Re; Pressure Washing and Painting

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

Scope of Work –

Work to be performed per two maps in the attached pdf received, which outlines the pressure washing areas and painting.

Pressure washing for the entry tower, entry monuments, gate house/walls and sidewalks along Maralinda (main road in) from US1 to just past the amenity center entrance. This also includes a section of common area sidewalk on Salida Way.

Painting for all decorative street poles and lights. The decorative street- lights are along Maralinda up to the amenity center (the amenity center is not CDD property, so this does not include anything in that parking lot). The decorative street signs that need to be done are throughout phase 1. None of the street- lights off Maralinda are CDD property and should not be included. We will also need a price to paint the fence and arbor area along the first pond on the north side of Maralinda. This proposal includes approx. 31 street signs in phase 1.



All Pressure Washing – Total Cost - \$3,980.00

Painting of the 10 entry light poles and fixtures is not recommended, particularly painting of the fixtures as this is not a substrate designed to accept field applied paint. However, if such service is required the price is \$350.00 per for a total cost of \$3,500.00

(We would wipe fixtures with vinegar and properly prime with Pro -Cryl Universal Primer and top- coat with DTM Paint.)

Washing/ Preparation and Painting of Fence and Arbor - \$2,450.00

Painting of 31 street signs phase 1 - \$3,875.00

Payment Terms – 30% draw upon mobilization and 70% upon completion

This proposal is valid for 30 days.

Signed by _____ Title _____

Thank you for your consideration,

**Brian Leonard
Cellular - 904 294 1591**

Tab 8



1702 Lindsey Rd.
Jacksonville, Fl. 32221-6791
Ph. (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Madeira HOA

Attn: Lesley

08 16 21

Re; Pressure Washing and Painting

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

Scope of Work –

Work to be performed per two maps in the attached pdf received, which outlines the pressure washing areas and painting.

Pressure washing for the entry tower, entry monuments, gate house/walls and sidewalks along Maralinda (main road in) from US1 to just past the amenity center entrance. This also includes a section of common area sidewalk on Salida Way.

Painting for all decorative street poles and lights. The decorative street- lights are along Maralinda up to the amenity center (the amenity center is not CDD property, so this does not include anything in that parking lot). The decorative street signs that need to be done are throughout phase 1. None of the street- lights off Maralinda are CDD property and should not be included. We will also need a price to paint the fence and arbor area along the first pond on the north side of Maralinda. This proposal includes approx. 31 street signs in phase 1.



All Pressure Washing – Total Cost - \$3,980.00

Painting of the 10 entry light poles and fixtures is not recommended, particularly painting of the fixtures as this is not a substrate designed to accept field applied paint. However, if such service is required the price is \$350.00 per for a total cost of \$3,500.00

(We would wipe fixtures with vinegar and properly prime with Pro -Cryl Universal Primer and top- coat with DTM Paint.)

Washing/ Preparation and Painting of Fence and Arbor - \$2,450.00

Painting of 31 street signs phase 1 - \$3,875.00

Payment Terms – 30% draw upon mobilization and 70% upon completion

This proposal is valid for 30 days.

Signed by _____ Title _____

Thank you for your consideration,

**Brian Leonard
Cellular - 904 294 1591**

Tab 9

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MADEIRA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with St. Johns County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26nd DAY OF AUGUST, 2020.

**MADEIRA COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT “A”

**BOARD OF SUPERVISORS MEETING DATES
MADEIRA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022**

October 27, 2021
February 23, 2022
May 25, 2022
August 24, 2021²

All meetings will convene at **2:00 p.m.**
at the Holiday Inn Express – located at
2300 State Road 16
St. Augustine, FL 32084.

**Public Hearing on Fiscal Year
2021-2022 Budget**

Tab 10

RESOLUTION 2021-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors ("**Board**") of the Madeira Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

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

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Madeira Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND – SERIES 2007A	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

Its: _____

Exhibit A: Fiscal Year 2022 Budget

Exhibit A



Rizzetta & Company

Madeira Community Development District

madeiracdd.org

**Proposed Budget
for Fiscal Year 2021-2022**

Presented by: Rizzetta & Company, Inc.

**2806 N. Fifth Street
Suite 403
St. Augustine, Florida 32084
Phone: 904-436-6270**

rizzetta.com

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Rizzetta & Company

Proposed Budget
Madeira Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 93,124	\$ 93,124	\$ 93,124	\$ -	\$ 93,124	\$ -	To Be Updated Prior To Public Hearing
6	Off Roll*	\$ 185,364	\$ 249,550	\$ 249,550	\$ -	\$ 249,550	\$ -	To Be Updated Prior To Public Hearing
7								
8	TOTAL REVENUES	\$ 278,488	\$ 342,674	\$ 342,674	\$ -	\$ 342,674	\$ -	
9								
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11								
12	TOTAL REVENUES AND	\$ 278,488	\$ 342,674	\$ 342,674	\$ -	\$ 342,674	\$ -	
13								
14	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
15								
16	ADMINISTRATIVE							
17								
18	Legislative							
19	Supervisor Fees	\$ 400	\$ 600	\$ 4,000	\$ 3,400	\$ 4,000	\$ -	Based on 4 Meetings
20	Financial & Administrative							
21	Administrative Services	\$ 3,650	\$ 4,867	\$ 4,867	\$ -	\$ 4,964	\$ 97	*Reflects a Proposed 2% Increase
22	District Management	\$ 16,074	\$ 21,432	\$ 21,432	\$ -	\$ 21,861	\$ 429	
23	District Engineer	\$ -	\$ 1,000	\$ 1,500	\$ 500	\$ 1,500	\$ -	
24	Disclosure Report	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	
25	Trustees Fees	\$ -	\$ 7,500	\$ 7,500	\$ -	\$ 7,500	\$ -	
26	Assessment Roll	\$ 5,408	\$ 5,408	\$ 5,408	\$ -	\$ 5,516	\$ 108	*
27	Financial & Revenue	\$ 4,056	\$ 5,408	\$ 5,408	\$ -	\$ 5,516	\$ 108	*
28	Accounting Services	\$ 13,905	\$ 18,540	\$ 18,540	\$ -	\$ 18,911	\$ 371	*
29	Auditing Services	\$ 3,875	\$ 3,875	\$ 3,875	\$ -	\$ 3,975		Based on Current Engagement
30	Calculation	\$ 500	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
31	Public Officials Liability Insurance	\$ 2,691	\$ 2,691	\$ 2,819	\$ 128	\$ 2,960	\$ 141	Based on Estimate Provided
32	Legal Advertising	\$ 359	\$ 1,050	\$ 2,000	\$ 950	\$ 2,000	\$ -	
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
34	Miscellaneous Fees	\$ 400	\$ 500	\$ 500	\$ -	\$ 500	\$ -	Includes Meeting Room
35	Website Hosting, Maintenance, Backup	\$ 2,438	\$ 3,284	\$ 3,500	\$ 216	\$ 3,500	\$ -	Per Current Agreements
36	Legal Counsel							
37	District Counsel	\$ 8,494	\$ 15,000	\$ 17,500	\$ 2,500	\$ 17,500	\$ -	
38								
39	Administrative Subtotal	\$ 65,425	\$ 94,830	\$ 102,524	\$ 7,694	\$ 103,878	\$ 1,354	
40								
41	OPERATIONS							
42								

Proposed Budget
Madeira Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
43	Security Operations							
44	Guard & Gate Security Cameras/Access Monitoring	\$ 18,040	\$ 24,053	\$ 28,000	\$ 3,947	\$ 32,964	\$ 4,964	Based on 12 Hour Monitoring and Internet . Based on 400 Homes
45	Guard & Gate Facility Maintenance & Repairs	\$ 4,551	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	Includes Preventative Maintenance Agreement and Termite Bond
46	Electric Utility Services							
47	Utility Services	\$ 1,449	\$ 2,750	\$ 8,700	\$ 5,950	\$ 3,500	\$ (5,200)	
48	Street Lights	\$ 10,528	\$ 16,776	\$ 15,000	\$ (1,776)	\$ 25,000	\$ 10,000	Proposed to Include Estimated Amounts for New Phases
49	Water-Sewer Combination							
50	Utility Services	\$ 4,424	\$ 5,899	\$ 27,950	\$ 22,051	\$ 2,500	\$ (25,450)	Wells Were Installed During FY 2020/21.
51	Stormwater Control							
52	Aquatic Maintenance	\$ 6,171	\$ 9,732	\$ 11,856	\$ 2,124	\$ 11,856	\$ -	Proposed to Include Additional Pond FY 2021/22.
53	Other Physical Environment							
54	General Liability & Property Insurance	\$ 6,003	\$ 6,003	\$ 6,144	\$ 141	\$ 6,603	\$ 459	Based on Estimate Provided
55	Landscape & Irrigation Maintenance Contract	\$ 43,165	\$ 57,860	\$ 57,860	\$ -	\$ 82,600	\$ 24,740	Proposed To Include Estimated Amounts for Additional Landscape Areas FY 2021/22 Once Conveyed.
56	Landscape Replacement Plants, Shrubs, Trees		\$ 8,500	\$ 15,000	\$ 6,500	\$ 15,000	\$ -	Projected to Include Also Entry Revamp Following FDOT Work or Maralinda Enhancements Proposed.
57	Miscellaneous Expense		\$ 2,500	\$ 7,500	\$ 5,000	\$ 7,500	\$ -	Dog Waste Stations & Possible Preventative Maintenance on Wells for FY 2021/22?
58	Road & Street Facilities							
59	Street, Decorative Light Maintenance	\$ 20,838	\$ 27,875	\$ 8,000	\$ (19,875)	\$ 8,000	\$ -	FY 20/21 Inluded Street Signs Repairs. Possibly Painting Street Signs.

Proposed Budget
Madeira Community Development District
General Fund
Fiscal Year 2021/2022

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
60	Entry & Walls Maintenance	\$ 135	\$ 5,000	\$ 6,000	\$ 1,000	\$ 6,000	\$ -	To Include Pressure Washing
61	Parks & Recreation							
62	Arbor & Fence Maintenance & Repairs	\$ -	\$ 2,450	\$ 1,000	\$ (1,450)	\$ 1,000	\$ -	FY 21/22 Projected to Possibly Include Painting
63	Contingency							
64	Miscellaneous Contingency	\$ 31,916	\$ 65,500	\$ 42,140	\$ (23,360)	\$ 31,273	\$ (10,867)	FY 20/21 Included Well Installation and Concrete/Underdrain Work. FY 21/22 Proposed to Possibly Include Fence Enhancement at Arbor Area. Reserve Study?
65								
66	Field Operations Subtotal	\$ 147,220	\$ 239,898	\$ 240,150	\$ 252	\$ 238,796	\$ (1,354)	
67								
68								
69	TOTAL EXPENDITURES	\$ 212,645	\$ 334,728	\$ 342,674	\$ 7,946	\$ 342,674	\$ -	
70								
71	EXCESS OF REVENUES OVER EXPENDITURES	\$ 65,843	\$ 7,946	\$ -	\$ 7,946	\$ -	\$ -	

**Proposed Budget
Madeira Community Development District
Reserve Fund
Fiscal Year 2021-2022**

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 6,885	\$ 6,885	\$ 6,885	\$ -	\$ 6,885	\$ -	To Be Updated Prior To Public Hearing
6	Off Roll*	\$ 18,615	\$ 18,615	\$ 18,615	\$ -	\$ 16,994	\$ (1,621)	To Be Updated Prior To Public Hearing
7								
8	TOTAL REVENUES	\$ 25,500	\$ 25,500	\$ 25,500	\$ -	\$ 23,879	\$ (1,621)	
9								
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11								
12	TOTAL REVENUES AND	\$ 25,500	\$ 25,500	\$ 25,500	\$ -	\$ 23,879	\$ (1,621)	
13								
14	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
15								
16	EXPENDITURES							
17								
18	Contingency							
19	Capital Reserves	\$ -	\$ -	\$ 25,500	\$ 25,500	\$ 23,879	\$ (1,621)	
20								
21	TOTAL EXPENDITURES	\$ -	\$ -	\$ 25,500	\$ 25,500	\$ 23,879	\$ (1,621)	
22								
23	EXCESS OF REVENUES	\$ 25,500	\$ 25,500	\$ -	\$ 25,500	\$ -	\$ -	
24								

**Madeira Community Development District
Debt Service
Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2007A	Series 2007B	Budget for 2021/2022
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$346,977.69	\$0.00	\$346,977.69
TOTAL REVENUES	\$346,977.69	\$0.00	\$346,977.69
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$346,977.69	\$0.00	\$346,977.69
Administrative Subtotal	\$346,977.69	\$0.00	\$346,977.69
TOTAL EXPENDITURES	\$346,977.69	\$0.00	\$346,977.69
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

County Collection Costs (2%) and Early payment Discounts (4%)

6.0%

Gross assessments

\$369,125.20

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments See Assessment Table.

⁽¹⁾ Amounts reduced to reflect acceleration of certain assessments.

Madeira Community Development District

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget		\$366,553.00
Collection Cost @ 2.0%		\$7,799.00
Early Payment Discount @ 4.0%		\$15,598.00
2021/2022 Total:		\$389,950.00

2020/2021 O&M Budget		\$368,174.00
2021/2022 O&M Budget		\$366,553.00
Total Difference:		<u>-\$1,621.00</u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2020/2021</u>	<u>2021/2022</u>	<u>\$</u>	<u>%</u>
Debt Service - SF 50 (Platted)	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - SF 50	\$319.79	\$319.79	\$0.00	0.00%
Total	\$1,785.11	\$1,785.11	\$0.00	0.00%
Debt Service - SF 55 (Platted)	\$1,665.96	\$1,665.96	\$0.00	0.00%
Operations/Maintenance - SF 55	\$351.77	\$351.77	\$0.00	0.00%
Total	\$2,017.73	\$2,017.73	\$0.00	0.00%
Debt Service - SF 65 (Platted)	\$1,805.32	\$1,805.32	\$0.00	0.00%
Operations/Maintenance - SF 65	\$415.72	\$415.72	\$0.00	0.00%
Total	\$2,221.04	\$2,221.04	\$0.00	0.00%
Debt Service - SF 65 - Partial (Platted)	\$971.12	\$971.12	\$0.00	0.00%
Operations/Maintenance - SF 65	\$415.72	\$415.72	\$0.00	0.00%
Total	\$1,386.84	\$1,386.84	\$0.00	0.00%
Debt Service - SF 65 (Ph 1C & 3) (Platted)	\$1,904.92	\$1,904.92	\$0.00	0.00%
Operations/Maintenance - SF 65 (Ph 1C & 3)	\$415.72	\$415.72	\$0.00	0.00%
Total	\$2,320.64	\$2,320.64	\$0.00	0.00%
Debt Service - SF 70 (PH 1C & 3) (Platted)	\$2,051.45	\$2,051.45	\$0.00	0.00%
Operations/Maintenance - SF 70 (Ph 1C & 3)	\$447.70	\$447.70	\$0.00	0.00%
Total	\$2,499.15	\$2,499.15	\$0.00	0.00%
Debt Service - SF 75 (Platted)	\$1,943.62	\$1,943.62	\$0.00	0.00%
Operations/Maintenance - SF 75	\$479.68	\$479.68	\$0.00	0.00%
Total	\$2,423.30	\$2,423.30	\$0.00	0.00%
Debt Service - SF 75 (PH 1C & 3) (Platted)	\$2,197.98	\$2,197.98	\$0.00	0.00%
Operations/Maintenance - SF 75 (Ph 1C & 3)	\$479.68	\$479.68	\$0.00	0.00%
Total	\$2,677.66	\$2,677.66	\$0.00	0.00%
Debt Service - SF 85 (Platted)	\$2,082.98	\$2,082.98	\$0.00	0.00%
Operations/Maintenance - SF 85	\$543.64	\$543.64	\$0.00	0.00%
Total	\$2,626.62	\$2,626.62	\$0.00	0.00%
Debt Service - SF 85 (Ph 1C & 3) (Platted)	\$2,491.05	\$2,491.05	\$0.00	0.00%
Operations/Maintenance - SF 85 (Ph 1C & 3)	\$543.64	\$543.64	\$0.00	0.00%
Total	\$3,034.69	\$3,034.69	\$0.00	0.00%
Debt Service - Condo (Unplatted)	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - Condo	\$319.79	\$319.79	\$0.00	0.00%
Total	\$1,785.11	\$1,785.11	\$0.00	0.00%
Debt Service - SF 50 (Unplatted)	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - SF 50	\$319.79	\$319.79	\$0.00	0.00%
Total	\$1,785.11	\$1,785.11	\$0.00	0.00%

Debt Service - Commercial (Unplatted)	\$154.58	\$154.58	\$0.00	0.00%
Operations/Maintenance - Commercial	\$479.68	\$479.68	\$0.00	0.00%
Total	\$634.26	\$634.26	\$0.00	0.00%

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$366,553.00
COLLECTION COSTS @	2.0%	\$7,799.00
EARLY PAYMENT DISCOUNT	4.0%	\$15,598.00
TOTAL O&M ASSESSMENT		<u>\$389,950.00</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
	O&M	SERIES 2007A DEBT SERVICE ^{(1) (2)}	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	DEBT SERVICE ^{(3) (5)}	TOTAL ⁽⁴⁾
<u>Platted Parcels</u>									
Single Family 50'	78	78	0.50	39.00	6.40%	\$24,943.50	\$319.79	\$1,465.32	\$1,785.11
Single Family 55'	71	59	0.55	39.05	6.40%	\$24,975.48	\$351.77	\$1,665.96	\$2,017.73
Single Family 65'	82	50	0.65	53.30	8.74%	\$34,089.45	\$415.72	\$1,805.32	\$2,221.04
Single Family 65' (Partial)	1	1	0.65	0.65	0.11%	\$415.72	\$415.72	\$971.12	\$1,386.84
Single Family 65' (Ph 1C & 3)	11	11	0.65	7.15	1.17%	\$4,572.97	\$415.72	\$1,904.92	\$2,320.64
Single Family 70' (Ph 1C & 3)	30	30	0.70	21.00	3.44%	\$13,431.11	\$447.70	\$2,051.45	\$2,499.15
Single Family 75'	74	49	0.75	55.50	9.10%	\$35,496.51	\$479.68	\$1,943.62	\$2,423.30
Single Family 75' (Ph 1C & 3)	104	104	0.75	78.00	12.79%	\$49,886.99	\$479.68	\$2,197.98	\$2,677.66
Single Family 85'	21	11	0.85	17.85	2.93%	\$11,416.45	\$543.64	\$2,082.98	\$2,626.62
Single Family 85' (Ph 1C & 3)	82	82	0.85	69.70	11.43%	\$44,578.51	\$543.64	\$2,491.05	\$3,034.69
Total Platted	554	475		381.20	62.52%	\$243,806.69			
<u>Unplatted Lands</u>		<u>Planned Units</u>							
Condos	149	149	0.50	74.50	12.22%	\$47,648.47	\$319.79	\$1,465.32	\$1,785.11
Single Family 50'	53	53	0.50	26.50	4.35%	\$16,948.79	\$319.79	\$1,465.32	\$1,785.11
Commercial	170	170	0.75	127.50	20.91%	\$81,546.05	\$479.68	\$154.58	\$634.26
Total Unplatted	372	372		228.50	37.48%	\$146,143.31			
Total Community	926	847		609.70	100.00%	\$389,950.00			
LESS: St. Johns County Collection Costs (2%) and Early Payment Discount Costs (4%)						(\$23,397.00)			
Net Revenue to be Collected						\$366,553.00			

Reflects eighty (80) prepayments.

Reflects the number of total lots with Series 2007A debt outstanding.

Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

Annual assessment that will appear on November 2021 St. Johns County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

Some amounts are subject to acceleration of debt service assessments.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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

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

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

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

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESERVE FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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

Tab 11

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in St. Johns County, Florida ("**County**"); and

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B,”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied long term debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District, unless otherwise directed by the bondholders or trustee for certain debt service special assessments, are due in full on December 1, 2021; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: Debt Assessment – 50% due no later than December 1, 2021 and 50% due no later than April 1, 2022; Operation and Maintenance Assessments – 25% due November 1, 2021, 25% due February 1, 2022, 25% due May 1, 2022, and 25% due August 1, 2022. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2021/2022, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

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

PASSED AND ADOPTED this 25th day of August, 2021.

ATTEST:

**MADEIRA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A
Will be Attached As
Fiscal Year
2021~2022
Final Budget

Exhibit B

Assessment Roll

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

Tab 12

SECOND ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Second Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2021 (the “**Effective Date**”), by and between **Madeira Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Signature

Print Name

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST: _____
Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B

Schedule of Fees

STANDARD ON-GOING SERVICES:		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	Monthly	Annually
Management	\$1,822	\$21,861
Administrative	\$414	\$4,964
Accounting	\$1,576	\$18,911
Financial & Revenue Collections	\$460	\$5,516
Assessment Roll ⁽¹⁾		\$5,516
Total Standard On-Going Services	\$4,271	\$56,768

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

ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 175
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

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

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

LITIGATION SUPPORT SERVICES: Hourly Upon Request

ADDITIONAL THIRD-PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request

Supervisor Requests

ADJOURNMENT