



Rizzetta & Company

Madeira Community Development District

**Board of Supervisors' Meeting
October 26, 2022**

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

www.madeiracdd.org

MADEIRA COMMUNITY DEVELOPMENT DISTRICT AGENDA

At the Holiday Inn Express & Suites
2300 State Road 16, St. Augustine, Florida 32084

District Board of Supervisors	William R. Lanius	Chairperson
	Doug Maier	Vice Chairman
	John Moore	Assistant Secretary
	Thomas Barton	Assistant Secretary
	Orville Dothage III	Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
	Carol Brown	
District Counsel	Wes Haber	Kutak Rock LLP
District Engineer	Chris Buttermore	Matthews Design Group

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **2:00 p.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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

October 19, 2022

**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, October 26, 2022 at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084.

BOARD OF SUPERVISORS MEETING:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held August 24, 2022.....Tab 1
 - B. Consideration of Resolution 2023-01, Amending FY 2021-2022 Budget.....Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Consideration of Updated Contract Terms, Conditions and Rates for Matthews Design Group.....Tab 3
 - C. Landscape Maintenance.....Tab 4
 - D. District Manager
 - 1.) Charles Aquatics Service Report.....Tab 5
 - 2.) Discussion Regarding Wildlife Signs.....Tab 6
5. **BUSINESS ITEMS**
 - A. Consideration of Yellowstone Landscape Enhancement Proposal - (*under separate cover*)
 - B. Consideration of Proposal for Tesoro Park Bench and Paver Work.....Tab 7
 - C. Ratification of FY 2022-2023 District Insurance Policy Renewal.....Tab 8
 - D. Consideration of Tree Removal Proposals – (*under separate cover*)
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

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, August 24, 2022 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	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock, LLP
Kayla Connell	Manager Financial Services, Rizzetta & Company (via speakerphone)
Drew Baltz	Account Manage, Yellowstone Landscape

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**

Audience members had comments on the following items:

- Approved proposed budget
- Renewal proposal from Yellowstone
- Holiday Lighting

THIRD ORDER OF BUSINESS**Consideration of Minutes of the
Board of Supervisors' Audit
Committee Meeting held on May 25,
2022**

On a motion by Mr. Barton, seconded by Mr. Lanius, with all in favor, the Board approved the Minutes of the Board of Supervisors' Audit Committee Meeting held on May 25, 2022, for Madeira Community Development District.

FOURTH ORDER OF BUSINESS**Consideration of Minutes of the
Board of Supervisors' Regular
Meeting held on May 25, 2022**

On a motion by Mr. Dothage, seconded by Mr. Maier, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on May 25, 2022, for Madeira Community Development District.

FIFTH ORDER OF BUSINESS**Ratification of the Operation and
Maintenance Expenditures for April,
May, and June 2022**

On a motion by Mr. Barton, seconded by Mr. Dothage, with all in favor, the Board approved the Operation and Maintenance Expenditures for April 2022 in the amount of \$45,725.92, May 2022 in the amount of \$114,305.90, and June 2022 in the amount of \$90,197.87, for Madeira Community Development District.

SIXTH ORDER OF BUSINESS**STAFF REPORTS****A. District Counsel**

Mr. Haber provided an update on the lots that had been certified for the collection of short term assessments by resolution at the last meeting. He noted that the District Manager's office had sent invoices out to four properties for these assessments to which payment had not been received and has been in touch with three of the property owners and expect one to be paid as early as today, two are in ongoing discussions and one we have not received a response. Mr. Haber also noted that the expectation is that we continue to speak with them and work through the payment of the outstanding assessment and that ultimately if the assessment payment is not made, the District's remedy is to pursue a foreclosure action against the individual lot.

Mr. Haber's recommendation was to continue to allow the District Manager's office to work with the Chairman to try to pursue these payments and if there is no success in obtaining payment, authorize the Chair to make a determination whether the District moves forward with further action in the courts to seek a foreclosure and those payments.

On a motion by Mr. Maier, seconded by Mr. Dothage, with all in favor, the Board authorized the District Manager's office to work with the Chairman to try to pursue payments for assessments, for Madeira Community Development District.

B. District Engineer

Not present. Rate update was tabled until the next meeting.

C. Landscape Maintenance

Mr. Baltz reviewed his August landscape report (exhibit A). Comments were heard regarding weeds along the west side of Salida in the common area, requests for enhancements in phase one including the roundabout and front entry, drainage issues along both sides of Maralinda leading up to the turn into the clubhouse and the palms in Tesoro Park. These areas would be reviewed and proposals obtained for the Board to consider at a future meeting.

D. District Manager

1.) Charles Aquatics Service Report

Ms. Gallagher reviewed the District Manager report and a proposal received from The Gate Store (exhibit B) increasing their preventative maintenance fee from \$240.00 per visit to \$250.00 per visit. It was noted that they have held their fess since 2018.

On a motion by Mr. Dothage, seconded by Mr. Maier, with all in favor, the Board approved The Gate Store's proposal for Preventative Maintenance every other month at an expense of \$250.00 per visit, for Madeira Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Renewal Proposal
from Yellowstone (under separate
cover)**

The Board reviewed the Yellowstone renewal proposal for FY 2022/2023, which include additional areas to begin being maintained by the District.

On a motion by Mr. Barton, seconded by Mr. Dothage, with all in favor, the Board approved the renewal proposal from Yellowstone, for Madeira Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Renewal Proposal
from Charles Aquatics**

On a motion by Mr. Moore, seconded by Mr. Dothage, with all in favor, the Board approved the renewal proposal from Charles Aquatics for 12 ponds, for Madeira Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Memorandum of

**Understanding with Developer
regarding District Infrastructure**

Mr. Haber reviewed the three main areas of the Memorandum of Understanding with the two developer entities.

The first section is regarding District Infrastructure noting that the developers are presently responsible for the completion of any public infrastructure to be conveyed to St Johns County, the City of St Augustine, or the CDD for the remainder of the project. This document specifies the developer's agreement to make all commercially responsible efforts to complete these improvements and that the District would accept those types of improvements that they have previously accepted throughout the community (largely roadway improvements, landscape areas). It also provides that these areas may be inspected prior to acceptance.

The second section to the document addresses a potential future bond issuance that would impact only property presently owned by the developer and this expresses the District's willingness to incorporate with the developer if the developer requests that the Board investigates the possibility of the Board issuing a bond that would impact the developer's property.

The third section of the document references the funding agreement in place to purchase products under a tax exempt status.

On a motion by Mr. Barton, seconded by Mr. Dothage, with all in favor, the Board approved the Memorandum as amended to change the wording from owing to owning, for Madeira Community Development District.

The Board moved to agenda item 5 F – Public Hearing on Reallocation of Assessments**TENTH ORDER OF BUSINESS****Public Hearing on Reallocation of Assessments**

On a motion by Mr. Lanius, seconded by Mr. Maier, with all in favor, the Board opened the public hearing on Reallocation of Assessments, for Madeira Community Development District.

1. Consideration of Resolution 2022-07; Reallocation of Assessments

Mr. Haber provided a brief recap regarding the reallocation noting that this impacts developer owned property to identify a new unit type and the reallocation of assessments for this unit type.

There were no public comments.

On a motion by Mr. Barton, seconded by Mr. Dothage, with all in favor, the Board adopted Resolution 2022-07; Reallocation of Assessments, for Madeira Community Development District.

On a motion by Mr. Moore, seconded by Mr. Maier, with all in favor, the Board closed the public hearing on Reallocation of Assessments, for Madeira Community Development District.

The Board moved back to item 5 D – Consideration of Proposal for Holiday Lighting

ELEVENTH ORDER OF BUSINESS **Consideration of Proposal for Holiday Lighting (under separate cover)**

The Board reviewed the proposal for Holiday Lighting from M&G and one from Mosquito Nix (exhibit C). Discussion ensued.

On a motion by Mr. Dothage, seconded by Mr. Barton, with all in favor, the Board approved option 1 on the Mosquito Nix proposal for Holiday Lighting, for Madeira Community Development District.

TWELFTH ORDER OF BUSINESS **Ratification of Lot 185 Landscape Easement (under separate cover)**

On a motion by Mr. Lanius, seconded by Mr. Maier, with all in favor, the Board ratified the Lot 185 Landscape Easement, for Madeira Community Development District.

Moved to agenda item 5 H – Consideration of Resolution 2022-08

THIRTEENTH ORDER OF BUSINESS **Consideration of Resolution 2022-08; Setting Date, Time and Location of FY 2022/2023 Regular Meetings**

On a motion by Mr. Dothage, seconded by Mr. Maier, with all in favor, the Board adopted Resolution 2022-08; Setting Date, Time and Location of FY 2022/2023 Regular Meetings, for Madeira Community Development District.

FOURTEENTH ORDER OF BUSINESS **Public Hearing on FY 2022/2023 Budget**

On a motion by Mr. Moore, seconded by Mr. Lanius, with all in favor, the Board opened the public hearing on FY 2022/2023 Budget, for Madeira Community Development District.

1. Consideration of Resolution 2022-09; Approving FY 2022/2023 Budget

Ms. Gallagher reviewed updates on the proposed budget since the May meeting and the Board received any public comments.

On a motion by Mr. Lanius, seconded by Mr. Dothage, with all in favor, the Board adopted Resolution 2022-09; Adopting FY 2022/23 Budget, for Madeira Community Development District.

On a motion by Mr. Dothage, seconded by Mr. Moore, with all in favor, the Board closed the public hearing on FY 2022/2023 Budget, for Madeira Community Development District.

FIFTEENTH ORDER OF BUSINESS

Public Hearing on Assessments

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board opened the public hearing on FY 2022/2023 Budget, for Madeira Community Development District.

1. Consideration of Resolution 2022-10; Imposing Special Assessments

On a motion by Mr. Moore, seconded by Mr. Lanius, with all in favor, the Board adopted Resolution 2022-10; Imposing Special Assessments, for Madeira Community Development District.

On a motion by Mr. Lanius, seconded by Mr. Dothage, with all in favor, the Board closed the public hearing on FY 2022/2023 Budget, for Madeira Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Third Addendum –
Contract for Professional District
Services**

On a motion by Mr. Dothage, seconded by Mr. Moore, with all in favor, the Board accepted the Third Addendum for Professional District Services, for Madeira Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

There were no supervisor comments.

There were audience comments on the following:

- Plans for Ponce Island Drive
- Phase 2 timeframe
- Amenity expansion
- Timeline for development of lots along march on Maralinda East Side
- Concept plans
- Plans for open area on Paranza near Salida
- Homeless camps

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Moore, seconded by Mr. Barton, with all in favor, the Board adjourned the meeting at 4:16 p.m. for Madeira Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A



TGS

The Gate Store, Inc.
1230 N US Highway 1, Unit 11
Ormond Beach, FL 32174
thegatestoreinc@gmail.com
386-333-9375

August 1, 2022

To Madeira CDD,

This is a notice that The Gate Store (TGS) will be increasing the rate of your service agreement for this community. This is the last thing we at TGS want to do but, with the inflation rate that we are all experiencing, it has affected the cost of most of our key inputs and resources, such as components (parts), labor, insurance, transportation, and shipping.

The current service agreement rate has sustained at \$240.00 per service since November of 2018 with no price increases. The new rate for 2023 will be \$250.00 per service. Please be assured that this was a hard decision, and we will continue to work hard to provide the professional and timely service that your community has known.

In addition to our normal service, we are adding a feature to your plan. Beginning in January of 2023, we will be providing our customers with a service checklist that is customized to your gate needs. The report will be filled out every visit by our technician, will show the routine checks and tests performed, and any repairs/notes of damage/or recommended replacements/etc. The report will also have your equipment brands, serial numbers, warranty (if applicable), how many free visits are used/remaining, and how much parts allowance is available per year plus the balance remaining. Please see the sample checklist provided. We hope this will be helpful to your community.

We at TGS are thankful for your understanding in this matter. We look forward to improving our procedures and working with your community in 2023 and in years to come.

Sincerely,

Mike Roesch and Daniel Vera
The Gate Store Inc.



TGS

The Gate Store, Inc.
1230 N US Highway 1, Unit 11
Ormond Beach, FL 32174
thegatestoreinc@gmail.com
386-333-9375

GATE MAINTENANCE AND SERVICE AGREEMENT

Scope of Services. Lubricating gate hinges and drive components. Check and adjust all chains, belts, torque limiters, pulleys, and limit cams. Inspect the gates for any vehicle damage and alignment. Check overall gate functions and timings. Testing the battery back systems. Testing safety devices and sensors. Testing and servicing access devices. Testing and adjusting the telephone entry system. Programming the opener functions and parameters.

Technical Checklist. Each visit will include a checklist of the gate maintenance details provided with the invoice. Including repair reports made during services and suggested repairs detailed by the technician. Remaining parts allowance and free visits as per your contract for the year. The list may include all equipment associated with the gate system, brands of the equipment, serial numbers, age of the equipment, and manufacturer's warranty.

Benefits of Contract. 5 free service calls (M-F 9 AM to 5 PM) and **\$250.00** in parts credit on a calendar year. Priority on service calls and quotes. Comprehensive checklist report with every interval service. Free phone support for gate hardware and software.

Contract Does Not Include. Damage caused by the gates being hit by vehicles, vandalism, or an act of God. Additional equipment added to the gate system. Pest or critter control and removal. Service calls on Saturday or Sunday.

Contract Termination. This agreement does not terminate automatically and will continue annually unless otherwise changed by TGS. A written notice must be provided 30 days before the expected cancellation date by the HOA to discontinue.

Name of the community - Madeira CDD

Number of barrier arm gates - 0

Number of swing gates - 5

Dollar amount per service - \$250.00

Number of services per year - 6

Total dollar amount per year - \$1500.00

AUTHORIZED BY _____ **TITLE** _____

EFFECTIVE DATE _____

Exhibit B

Let the MosquitoNix® Elves
Light Up Your Holidays!



HOLIDAY LIGHTS & DECOR

WHY MOSQUITONIX?

Service | Product | Quality

MosquitoNix® **Elves**

TRAINED, INSURED & EXPERIENCED

OUR TRAINED AND EXPERIENCED MOSQUITONIX ELVES WILL TRANSFORM YOUR PROPERTY FOR THE HOLIDAYS!

Do you find buying, installing and storing holiday lights and décor to be the worst part about the holiday season? The MosquitoNix® Elves have eight years of experience and are once again ready to help brighten your holidays. We supply, install, maintain, remove and store your holiday lights and décor! We will install your lights and décor along rooflines, walkways, windows, front doors, shrubs, borders and greenery, as well as wrap trees and hang garland and wreathes. With 100% worry and hassle-free service, it couldn't be any easier!



SUPERIOR PRODUCTS & SERVICES

- High quality LED lights fixtures, décor & bulbs
- Full service maintenance program that includes:
 1. Installation
 2. White glove service (text "service" to 904-204-9207)
 3. Removal
 4. Storage of all lights & décor at end of season
- Trained, experienced & courteous uniformed crew
- LED ensures quality assurance and minimizes maintenance requests
- 100% worry & hassle-free service
- Meticulous electrical safety
- Competitive pricing
- Beautiful results



REFERENCE IMAGES

MosquitoNix[®] Elves

FRAMING ELEMENTS WITH LIGHTS



MosquitoNix[®] Elves

ENTRANCE LIGHTING AND DECOR



MosquitoNix[®] Elves

ENTRANCE LIGHTING AND DECOR



MosquitoNix[®] Elves

VEGETATION LIGHTING



MosquitoNix[®] Elves

VEGETATION LIGHTING



MosquitoNix[®] Elves

2022 WORKING PROPOSAL

MADEIRA CDD

MosquitoNix® **Elves**

2022 WORKING PROPOSAL

Ideas Discussed:

- The community liked the setup in 2021, yet there were issues with the power that was never communicated to MosquitoNix, which caused some of the lights to not work properly
- Would like to explore more decorative options this year
- No budget defined, so working roughly with a \$2,000-\$3,000 range

Call Outs:

- Utilize elements that have a lot of bang for their buck!
- Elements installed will be secured and maintained to ensure overall aesthetics are kept clean
- Options presented require power available and working for illuminated areas discussed

NEIGHBORHOOD ENTRY

Ideas Discussed:

- Use this highly visible space to draw attention into the community
- 2021 Setup:
 - C7 lights lining the top of the Madeira Sign
 - C7 path lights outlining the vegetative beds in front of the tower and around the Madeira Sign
 - C7 lights lining the top of the tower
 - (2) small unlit wreaths with red bows on the entry columns
- 2022 Recommended Based on Feedback:
 - Utilize prelit garland with a red bow on top of the Madeira sign instead of just lighting
 - (3) medium prelit wreaths with red bows in the front of the tower (in 3 front openings)
 - (2) small prelit wreaths with red bows on the entry columns (Same as Option 1)



Images provided by Lesley

GUARD GATE

Ideas Discussed:

- Further enhance the holiday lighting at the gate to the neighborhood
- 2021 Setup:
 - C7 lights lining the eaves on three sides of the guard gate (not the back as it is hidden by the tree)
- 2022 Recommended Based on Feedback:
 - Includes Option 1
 - (1) medium prelit wreath with red bows in the front window



Images provided by Lesley

ESTIMATE

Option 1:

- Same setup as 2021
- ~~Standard total investment: \$2,206~~
- **Your discounted total investment: \$2,156**

Option 2:

- Enhances Option 1 by Incorporating more greenery with lighting
- ~~Standard total investment: \$2,237~~
- **Your discounted total investment: \$2,187**

THANK YOU

We Appreciate Your Business

MosquitoNix[®] Elves

M&G Holiday Lighting

4845 Belle Terre Pkwy

Palm Coast, FL 32164 US

mgbusinessventures@gmail.com

**Estimate****ADDRESS**

Madeira Community
Rizzetta & Company

ESTIMATE

DATE

2015

08/12/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Holiday Lighting - New Install	ENTRANCE - nstall WW minis to the 5 center Palm Trees, ground to husk -	1	1,130.60	1,130.60
	Holiday Lighting - New Install	ENTRANCE - Install Holiday Banners / Flags 28" x 60" (single ply sunbrella Imprinted with neighborhood logo, 3 year warranty) to center median light posts, min 5 pieces ... (this is for the installation of 4 banners / flags as they only have 4 light posts at this location) They would have an extra flag for backup or to place elsewhere in the neighborhood. Please note the 5th flag would then be charged an installation fee of - \$156.25	1	1,770.00	1,770.00
	Holiday Lighting - New Install	ENTRANCE - Install 3 foot LED Snowflake to column facing US1, one to each side of the entrance (this will require drilling in permanent hardware)	1	475.85	475.85
	Holiday Lighting - New Install	ENTRANCE - Install C7 WW lights to Tower	1	462.00	462.00
	Holiday Lighting - New Install	ENTRANCE - Install C7 WW lights atop the Neighborhood sign monument wall	1	125.00	125.00
	Removal	Removal of Lights and Decor at the end of the season	1	375.00	375.00
	Storage	Storage of Holiday lights and decor till the next season	1	150.00	150.00
	Miscellaneous - Wire - Plugs, Supplies, etc	Miscellaneous - Wire - Plugs, Supplies, etc	1	160.00	160.00
	HARDWARE	HARDWARE FOR FLAGPOLES	1	200.00	200.00
	Equipment charges	Boom Rental for Install and Removal	1	600.00	600.00
	Shipping	Shipping of new product - including banners	1	600.00	600.00
	Power Plugs	Co Axe - Power Plugs	1	162.81	162.81

TOTAL

\$6,211.26

Accepted By

Accepted Date

Tab 2

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MADEIRA COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2021/2022 GENERAL FUND BUDGET; 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 Board of Supervisors of the District (hereinafter the “Board”), adopted a General Fund Budget for Fiscal Year 2021/2022; and

WHEREAS, the Board desires to reallocate funds budgeted to reflect reappropriated Revenues and Expenses approved during the Fiscal Year.

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

Section 1. The General Fund Budget is hereby amended in accordance with Exhibit “A” attached hereto.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26 DAY OF OCTOBER 2023.

**MADEIRA COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Exhibit A

**The Fiscal Year 2021-2022 Amended General Fund Budget
Will be Under Separate Cover**

Tab 3



EXHIBIT B
GENERAL TERMS & CONDITIONS


Revised: 06/14/2022

- a) **Scope of Work.** The Scope of Work details the services MDG is agreeing to provide along with the associated costs for these services and assumes normal engineering and design services along with up to up to two submittals. Additional submittals, work performed outside the scope of services detailed in this proposal, or changes due to requests or revisions from the Client or any government agency will require a signed Change Order that defines the additional scope and billing terms PRIOR to the out-of-scope work commencing. Costs will be based on the current schedule of fees/rates or renegotiation of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees proposed in this Agreement exclude costs for the following fees and work types, but are not limited to: all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, other subconsultant fees, and reimbursable items as outlined in Exhibit B, General Terms & Conditions.
- b) **Estimates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90 day period, lump sum amounts will be revised, and time and material billing rates will be changed to reflect MDG's standard hourly rates in effect at the time the contract is signed and executed. Current billing rates are listed in bullet 'g' below. All billing rates are subject to change according to our annual billing rate increases. For lump sum contracts lasting more than a year, MDG reserves the right to adjust the lump sum contract amounts in accordance with the annual bill rate increase. Prior to any such rate changes, MDG will provide the Client with a 30-day notification of any rate changes.
- c) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by MDG's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of MDG.
- d) **Compensation & Payments.** The Client agrees to pay MDG the compensation for its services as described under Exhibit A (Scope of Services) of this Agreement, with hourly rates computed based upon the established billing rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. **DELAYS IN MAKING PAYMENTS WILL CAUSE DEFINITE DELAYS IN PROJECTS BEING COMPLETED.**
- **PAYMENTS NOT RECEIVED WITHIN 30 DAYS OF THE INVOICE DATE ARE CONSIDERED DELINQUENT AND ALL SUBMITTALS WILL BE PUT ON HOLD FOR THE CLIENT'S PROJECTS UNTIL FULL PAYMENT IS RECEIVED.**
 - **Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date. All work will cease until full payment is received, and the project will be delayed with new milestone dates being reassigned once payment in full is received.**
 - **Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property.**
 - **Invoice balances aged over 90 days will incur a reinstatement fee of 15% of the total outstanding invoice balance. This reinstatement fee must be paid in full in addition to the full outstanding invoice balance in order for MDG to resume work on the project.**

- MDG will stop all work and hold submittals in the case of a bounced check until a replacement check has cleared the bank.
- The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to MDG making submittals.
- Subcontractor services and fees paid by MDG on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the hourly rates listed herein.

- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. MDG will not accept back charges on corrective action without written agreement of both parties.
- g) **Billing Rates.** Below are the current billing rates. Billing rates are revised annually.

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LEADS	
Principal	\$360.00
Division Lead	\$240.00 - \$300.00
Program Manager	\$240.00 - \$275.00
SENIOR PROFESSIONAL	
Senior Professional Engineer	\$200.00 - \$255.00
Senior Planner	\$195.00 - \$225.00
Senior Landscape Architect	\$180.00 - \$240.00
Senior Construction Inspector	\$155.00 - \$200.00
PROFESSIONAL	
Professional Engineer	\$180.00 - \$215.00
Project Engineer	\$140.00 - \$180.00
Planner	\$150.00 - \$190.00
Landscape Architect	\$140.00 - \$180.00
Construction Inspector	\$115.00 - \$150.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$155.00 - \$200.00
CAD Designer and Engineering Tech	\$115.00 - \$150.00
SUPPORT STAFF	
Controller	\$150.00 - \$200.00
Senior Graphic Designer	\$140.00 - \$180.00
Graphic Designer	\$100.00 - \$140.00
Project Administrator and Project Coordinator	\$85.00 - \$110.00



h) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:

- Mileage will be billed per current IRS rates.
- Production costs will be billed at the following rates:
 - Paper copies:
 - 8½"x11" B&W - \$0.27 each
 - 8½"x11" Color - \$0.50 each
 - 11"x17" B&W - \$0.55 each
 - 11"x17" Color - \$0.88 each
 - Plots 24" x 36":
 - Black line plots - \$2.20 each
 - Color plots - \$55.00 each
 - Mylar - \$44.00 each
 - Binding: \$5.50 per book
 - Foam Board Mounted Color Plots: \$71.50 each
 - CD containing project data (i.e. CAD files, photographs, documents, etc.): \$13.20/each

The following will be billed at cost plus 15%:

- Travel and hotel expenses
- Shipping and delivery, including UPS shipping and courier services

i) **Compliance.** All work will be performed in accordance with appropriate city, county, and state or other governmental regulations.


j) **Transfer or Termination.** The Client or MDG may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate MDG for services rendered and costs incurred, in accordance with MDG's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.

k) **Retainer.** If a retainer is required, **it will be kept for the duration of the Project and applied to the final invoice.** Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, MDG will refund the full retainer amount.

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

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

- Obtaining a detailed survey scope from MDG to provide to the surveyor that describes in detail what MDG requires of the surveyor in order to correctly complete the engineering services for the project.
- Providing MDG with the surveyor's service agreement to review and approve prior to engagement of the surveyor to ensure the surveyor's service agreement includes the items outlined in the survey scope provided by MDG.

- 
-
- Agreeing work from MDG will not commence until a complete survey is provided to MDG.
 - Providing MDG the signed and sealed copies of the survey documents prior to the production of final construction plans.
 - Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey, thus requiring the owner/client to contract with the surveyor for additional required services
 - Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables.
 - **Alternatively;** Agreeing if MDG is supplied with previously surveyed information, additional or updated survey information prior to commencement of engineering services may be required. The owner/client takes responsibility and liability for the supplied survey being a correct representation of the current existing conditions of the project site.
- m) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- n) **Terms Acceptance.** Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (MDG) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by MDG.

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

From: Info@mdginc.com
Cc: [Rob Matthews](#)
Subject: [EXTERNAL]Exciting News From MDG
Date: Tuesday, October 11, 2022 4:57:11 PM

NOTICE: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Dear Valued Client,

I have the privilege of sharing some exciting news with you. For the past 17 years, Matthews Design Group has been honored to serve our local community through professional civil engineering, planning, landscape architecture, and construction inspection services. We greatly appreciate the trust you have placed in us over these many years and in helping us grow into the respected firm we are today. Today, we take a big step as a company that will benefit both MDG and our clients by joining the DCCM family. DCCM is a highly regarded and forward-thinking leader in providing design, consulting, and construction management services across the United States.

Though we are joining DCCM's family, we are still the same company you've entrusted over the years. This is truly a unique type of partnership where we remain Matthews Design Group, and Keri and I continue to be the leaders of this company. Your project will still be managed locally by the same project manager and team, who will be available to answer your questions and address your concerns, just as before. As always, you can contact me - my door is always open to you. As part of the DCCM family, we now have the advantage of countless resources and new service lines across the country to better serve you, all while allowing us to continue providing the high-quality local services and support you have come to trust from MDG.

"We are excited to join the DCCM family! This is the perfect partnership for us, as we get to remain the same MDG our clients and community trust for high-quality service, all while having the backing and support of this nationally respected leader in our industry. This partnership will broaden and enhance the services, resources, and support we provide to our clients." – Keri Matthews, CEO
Keri and I have been honored with the trust you have placed in us and our team, and have enjoyed working alongside you to make your projects a success. We look forward to the new opportunities this partnership affords us to further enhance the services and support we provide to you and our community.

Sincerely,



A DCCM Company

Rob A. Matthews III, PE | [President](#)

Phone: 904.826.1334

7 Waldo Street, St. Augustine, FL 32084

Rob@MDGinc.com

www.MDGinc.com

Tab 4



Landscape Report – Madeira CDD October 2022

General Maintenance – We are continuing the weekly service visits throughout the property, mowing, shrub trimming, etc. In November we will transition to bi-weekly service visits with mowing not being needed every week. That being said, we are noticing the slowing of turf growth due to cooler temperatures. We will monitor the turf for fungus/disease activity as we continue experiencing cooler nighttime temperatures.

Fert/Chem – Our Fert/Chem Supt has made applications of non-selective herbicide, granular fertilizer (8-0-10), pre-emergent herbicide and insecticide on the turf. We also have made a selective herbicide application in mid-September and will be monitoring turf conditions for fungus. We made a shrub fertilizer application the last week of September.

Special Projects – Our Irrigation Supt has completed the repairs discovered during our previous monthly inspections and will continue reporting any issues as discovered. We have recently completed the Fall Annual flower replacement, and have the next rotation scheduled for mid-December. Additionally, we are planning to utilize time in January/February when mowing is not needed to address the invasive vine growth encroaching in common areas.

Thanks,

Drew Baltz / Senior Account Manager

Best Management Practices Certified

Yellowstone Landscape

1000 North State Street, Suite 100, Portland, Oregon 97209

Phone: (503) 255-1111 Cell: (503) 255-1111 www.yellowstonelandscape.com

Tab 5



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: September 23, 2022

Aquatic Technician: Clayton Wilford

Client: Madeira

Waterways: Twelve ponds

Pond 1: Pond was in good condition. Water level and clarity were good. No algae or trash noticed.



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



Pond 3: Pond was in good condition. Water level and clarity were normal. No algae noticed. Installed fish barrier on outflow.



Pond 4: Pond was in good condition. Water level and clarity were good. No algae or trash noticed.



Pond 5: Pond was in good condition. No algae or trash noticed.



Pond 6: Pond was in good condition. Water level and clarity were good. No algae noticed. Installed fish barrier on outflow.



Pond 7: Water level and clarity were good. No algae noticed.



Pond 8: Pond was in good condition. Water level and clarity were good. Previous treatment was effective.



Pond 9: Pond was in good condition. Water level and clarity were good. Previous treatment was effective.



Pond 10: Pond was in good condition. Water level and clarity were good. Previous treatment was effective.



Pond 11: Pond was in good condition. No trash noticed. Water level and clarity were normal. Installed half the fish barrier on the outflow. Will install the rest when complete.

No Picture

Pond 12: Pond was in good condition. Water level and clarity were good. Installed fish barrier on the outflow.

No Picture

Please call Charles Aquatics with any comments or questions.

Tab 6

Caution

**Native wildlife may be
present. Stay alert and do
not feed wild animals.**

No Swimming



8ft.





Tab 7

2074 luana dr. e jacksonville fl 32246
+1 (904) 796-3939



JDM CUSTOM PAINTING & Remodeling

Estimate

For: Lesley Gallagher, District Manager Rizzetta & Company
Lgallagher@rizzetta.com
2806 N. Fifth Street
Suite 403
St. Augustine, Florida 32084
904.436.6270

Estimate No: 3
Date: 10/10/2022

Ship To: 218 Maralinda Dr
St Augustine, FL, 32095

Tracking No:
Ship Via:
Free Shipping

Description	Quantity	Rate	Amount
Project: Madeira Tesoro park improvements - Bench sanding & painting, walk way (paver) cleaning and pressure washing.	1	\$0.00	\$0.00
1) pressure washing floor 2) scrape damaged areas 3) apply one coat of primer 4) apply two coats of paint. (using good quality paint and primer)			

Subtotal	\$0.00
Shipping	\$3,650.00
Total	\$3,650.00

Total	\$3,650.00
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Tab 8



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Madeira Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Madeira Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122658

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$648,674
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$29,550

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$3,793

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Madeira Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122658

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$3,793
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,341
Public Officials and Employment Practices Liability	\$3,038
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$10,172

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Madeira Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Madeira Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$648,674	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$29,550	As per schedule attached
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature: _____ Date: _____

Name: _____

Title: _____

**Madeira Community Development District**

Policy No.: 100122658
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	
1	Entry Features/ Monument/Tower		2005	10/01/2022	\$313,000		\$313,000
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2023			
	Pyramid hip			Clay / concrete tiles			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	
2	Gate House		2005	10/01/2022	\$206,000		\$206,000
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2023			
	Cross gable			Clay / concrete tiles			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	
3	Irrigation System		2005	10/01/2022	\$45,000		\$45,000
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2023			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	
4	Wall /Arbors/ Gates		2005	10/01/2022	\$35,000		\$35,000
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2023			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	
5	Light Poles & Signage		2005	10/01/2022	\$30,000		\$30,000
	15 Maralinda Drive Saint Augustine FL 32095		Joisted masonry	10/01/2023			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	
6	RFID Reader and Envera Virtual Gate Guard System		2017	10/01/2022	\$19,674		\$19,674
	15 Maralinda Drive Saint Augustine FL 32095		Electrical equipment	10/01/2023			
			Total:	Building Value \$648,674		Contents Value \$0	Insured Value \$648,674

Sign: _____

Print Name: _____

Date: _____



Madeira Community Development District

Policy No.: 100122658
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	At Tesoro Park 30 - 50 Watt Bullet Tree Lights 10 – Sidewalk Lights 6 – tree lights on custom aluminum stands mounted in concrete base		Mobile equipment	10/01/2022 10/01/2023	\$15,000	\$1,000
2	At Maralinda Roadway & Front Entry 1-1200 Watt 12V Transformer 1 – 600 Watt 12 V Transformer 20- 60 degree 3000LK 300 Lumen spread flood lights 10- 50 watt bullet tree lights		Mobile equipment	10/01/2022 10/01/2023	\$14,550	\$1,000
				Total	\$29,550	

Sign: _____

Print Name: _____

Date: _____