



Rizzetta & Company

# **Madeira Community Development District**

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**Board of Supervisors' Meeting  
May 24, 2023**

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

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

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

<b>Board of Supervisors</b>	William R. Lanius	Chairman
	Thomas Barton	Vice Chairman
	Orville Dothage, III	Assistant Secretary
	Brian Riddle	Assistant Secretary
	Jose Riera	Assistant Secretary
<b>District Manager</b>	Carol L. Brown	Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Kutak Rock, LLP
<b>District Engineer</b>	Chris Buttermore	Matthews Design Group

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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 (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
Madeira Community  
Development District

May 17, 2023

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Madeira Community Development District will be held on **May 24, 2023, 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. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape Manager
  - D. Aquatic Maintenance Manager.....Tab 1
    - 1.) Charles Aquatics Service Report, dated May 2, 2023
  - E. District Manager.....Tab 2
    - 1.) Presentation of Registered Voter Count
    - 2.) Update on Street Light Installation
    - 3.) Update on Holiday Lighting
4. **BUSINESS ITEMS**
  - A. Consideration of Yellowstone Landscaping Mulch Proposal - *(Under Separate Cover)*
  - B. Consideration of Landscape Easement of Phase 1C Lots 129 and 130.....Tab 3
  - C. Consideration of Charles Aquatics Grass Carp Proposal.....Tab 4
  - D. Ratification of Wind River Environmental (Metro Rooter) Proposal.....Tab 5
  - E. Consideration of Acceptance of the Pavement Analysis Report.....Tab 6
  - F. Consideration of Pergola Replacement Proposal(s).....Tab 7
  - G. Consideration of Roundabout Median Paver Replacement Proposal.....Tab 8
  - H. Consideration of Doody Daddy Service Renewal Proposal.....Tab 9
  - I. Consideration of Gate Replacement Proposal(s) – *(Under Separate Cover)*
  - J. Consideration of Resolution 2023-03 Regarding Records Retention

- Policy.....Tab 10
- K. Consideration of Resolution 2023-04; Approving Proposed Fiscal  
Year 2023-2024 Budget & Setting Public Hearing.....Tab 11
- 5. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Regular  
Meeting held February 22, 2023.....Tab 12
  - B. Ratification of the Operations & Maintenance Expenditures for  
January 2023, February 2023, March 2023 & April  
2023.....Tab 13
- 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, ext. 4631 or Kristi Roxas at ext. 4636.

Yours kindly,  
*Carol L. Brown*  
District Manager



## **Tab 1**



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** May 02, 2023

**Aquatic Technician:** Shayne Wilford

**Client:** Madeira

**Waterways:** Twelve ponds

**Pond 1:** Pond was in good condition. Water level and clarity were normal. 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. Checked outflow structure.



**Pond 4:** Pond was in good condition. Water level and clarity were normal. No algae noticed. Picked up minor trash. Previous treatment was effective.



**Pond 5:** Pond was in good condition. No algae or trash noticed. Water level and clarity were normal. Checked outflow.



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



**Pond 7:** Pond was in good condition. Water level and clarity were normal. No algae or trash noticed. Checked outflow.





**Pond 8:** Pond was in good condition. Water level and clarity were good. Picked up a lot more dead fish from pond. Dissolved O<sub>2</sub> was good 9/10. PH was approx. 8. Checked outflow structure.



**Pond 9:** Pond was in good condition. Water level and clarity were good. No algae noticed.



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



**Pond 11:** Pond was in good condition. Water level and clarity were normal. Previous treatment was effective.



**Pond 12:** Pond was in good condition. Water level and clarity were good. Previous treatment was effective. Checked outflow structure.



## **Tab 2**



April 17, 2023

Madeira Community Development District  
Attn: Carol Brown, Dist. Manager  
3434 Colwell Avenue, Ste. 200  
Tampa, FL 33614

Dear Ms. Brown:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Madeira CDD

590 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2023.

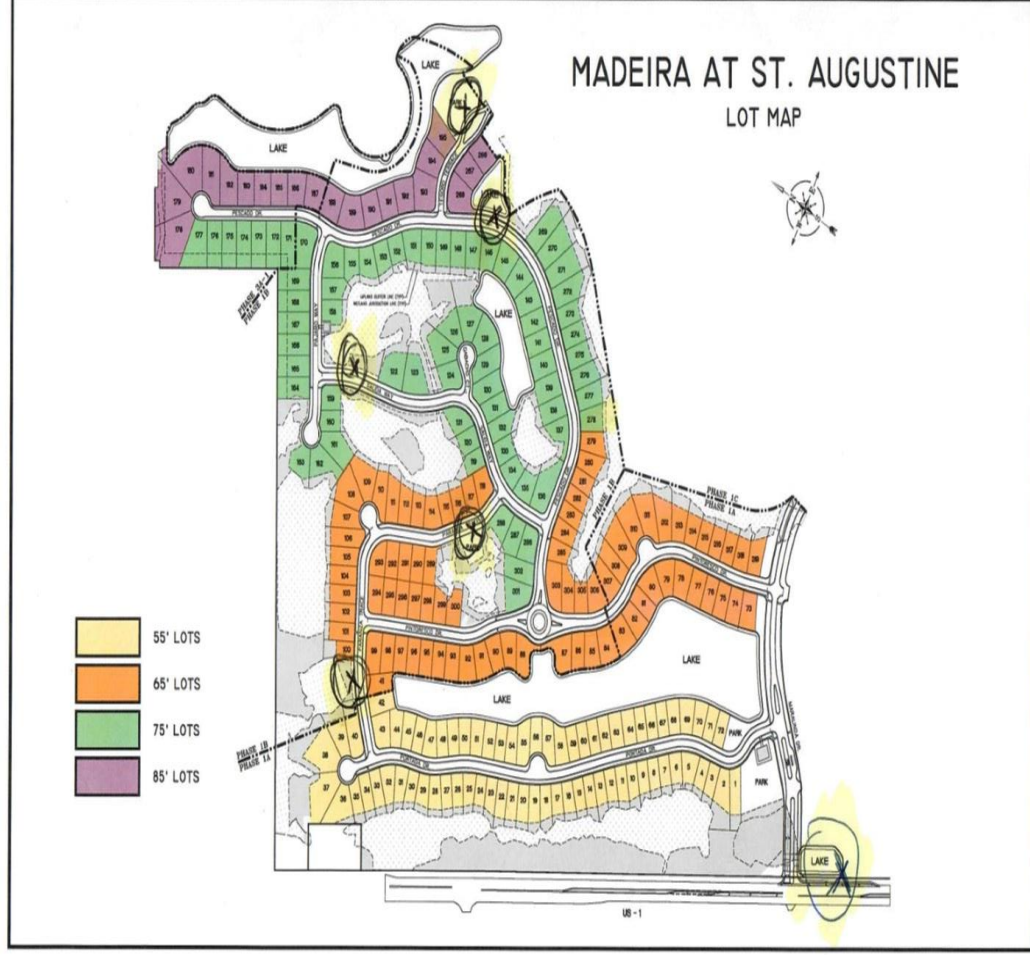
Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes  
Supervisor of Elections

VO/db





## Smart Phone App Controlled



- ✓ User friendly app
- ✓ Pre-set holiday designs
- ✓ Customizable colors, patterns and animations
- ✓ Programmable calendar feature for special occasions and holidays



Unparalleled Product  
Lifetime Warranty

**Contact Us Today!**

904.419.8077 | [www.FCTrimlight.com](http://www.FCTrimlight.com)



## Permanent Programmable Holiday And Year Round Lighting



[www.FCTrimlight.com](http://www.FCTrimlight.com)





Trimlight is a permanent, programmable holiday lighting system that gives customers the ability to celebrate every holiday or special event throughout the year.

Providing bright, beautiful lighting at night, which is hardly noticeable during the day and stays up permanently. You never have to worry about hanging temporary lights again!



Trimlight is the original permanent holiday lighting company, with a decade of experience and expertise. With over 100 locations across North America, you can be confident you are working with the industry leader. With our patented system and cutting edge technology you will experience years of enjoyment and never have to worry about hanging lights again. Trimlight is truly "Made For Life's Moments!"



Get a Quote  
[www.FCTrimlight.com](http://www.FCTrimlight.com)



## TRIMLIGHT FEATURES



Bright, beautiful lighting at night, hardly noticeable during the day



Color matched channel to hide lights during the day and add architectural beauty to roofline



App provides preset holiday settings, ability to customize to millions of colors, patterns & animations, and built in timer and calendar feature for long term programmability



Unparalleled Lifetime Product Warranty



Want to have the coolest backyard in the neighborhood? Light up your pool enclosure with Trimlight and you'll be sure to have envious neighbors.

Entertaining for an event or occasion, or simply enjoying a peaceful evening at the pool, we can help create that entertaining or chilling zone for you!





# WHY TRIMLIGHT IS THE CLEAR CHOICE

1

## Protected in the shadows and away from harmful UV rays

Trimlight bulbs are pointed down to keep harmful UV rays from prematurely destroying the electronic components from excess heat and exposure.



2

## Lights that protrude from the channel for the best visibility

Lights should protrude out of the channel to ensure 360 degree visibility and light spread. When lights are flush in the channel, the light is not visible from most angles.



3

## Smallest size with the brightest capability

Permanent lights should be as small as possible to ensure that they are not as noticeable during the day. But bright enough to light up the house at night. A larger light is much harder to hide.



4

## Channel that is elegant but allows for better maintenance

Channel is required to protect the system, while giving an additional architectural feature to the building. Channel should be designed for easy access without the need to remove the channel to maintain the system



5

## Direct bulb and no lens

Exposing the entire bulb in full outside the channel has the most consistent color from every view point. A lens over a flat light will only reflect an inconsistent refraction of light.



6

## Creates a wall splash that is consistent across the surface

When lights are not fully exposed, the channel will create a shadow of light. The splash of light on the wall is inconsistent and will create a spotty display.



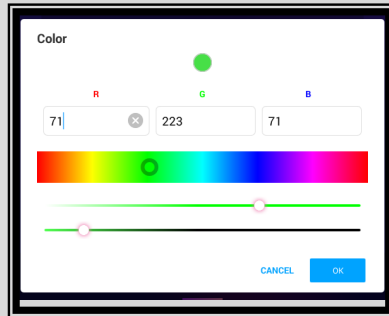


# FEATURES THAT ENHANCE YOUR EXPERIENCE

1

## Easily choose up to 16 Million colors

With a simple finger swipe, a user can find up to 16 million different colors to display within the Trimlight system.



2

## Preset Programs

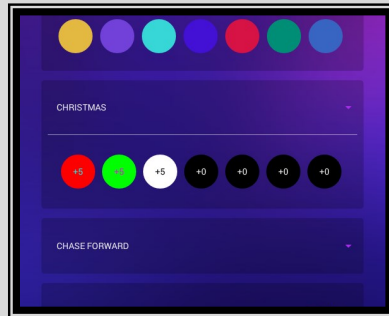
Built in preset programs that allow a user to control their lights. Customizable colors, patterns, and movements will make your lights unique with an endless amount of options.



3

## Simple sequence creation

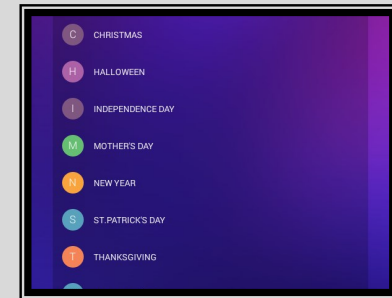
Simply drag one of our set colors, or your own custom color into the sequence bar for your own pattern. With a simple option to set that pattern into multiple different movements or nonmovement.



4

## Saved library for favorites

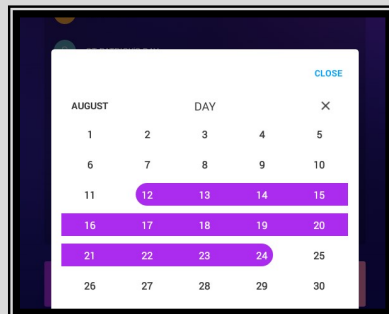
Saving patterns and naming them something memorable is important with all of this technology. Deleting ones that aren't used enough is also just as important. Easily save up to 30 different favorites to use all year long.



5

## 365 day calendar timer

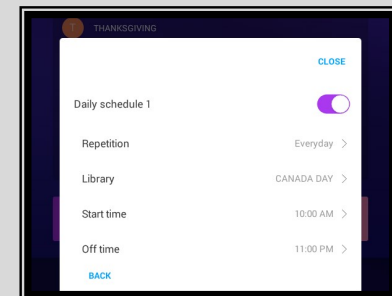
Setting up your entire year at one time saves you so much time! Make sure to schedule each and every amazing holiday or event that reoccurs every year. You don't need to remember, the Trimlight app will.



6

## Daily Timer

Use our daily timer if you like to use your lights daily, and not just for the Holidays. You can set up to 2 different daily timers for each day.





## **THE #1 REASON TO GET TRIMLIGHT**

**LIFETIME**

### **LIFETIME GUARANTEE ON ALL PARTS**

**All parts are guaranteed for the manufacturers estimated lifespan of the parts. This amount of time is dependent upon the usage that the individual part sustains. If used just around the holidays, this amount could be upwards of 30-40 years. But if used nightly, this amount of time could be around 7-8 years. Lifespan of the controls can be affected by future technology changes.**

(Ridge Channel Lights and Lights faced out or vertical have a limited 1 year warranty)



**2 YEAR**

### **2 YEAR LABOR WARRANTY**

**Any labor costs to make repairs on manufacturer defective parts are covered in full for the first 2 years. This may include faulty bulbs, power supply parts, LED controllers, connections, aluminum channel finish, etc.**







## A SMALL SAMPLE OF OUR CUSTOMER REVIEWS



**Pamela GREENSPON**

2 reviews

★★★★★ a month ago

We love everything about Trimlight!! The showroom was impressive but most importantly, Johnny (?) was great!! He went above and beyond to make sure we had all the information required to make the right decision to purchase permanent lighting. After signing the contract on March 27, the first date available for installation was May 6th. Todd came out to the house to take measurements and get/got things right. The installers were on time and did a fantastic job!! Very pleased. Worth the wait!!



**Jeff Davis**

10 reviews

★★★★★ a month ago

About the same price as a competitor that we looked at, and their system is so much better. The lights got installed earlier than scheduled, the install took only a few hours, the track perfectly matches our eaves so the lights are unnoticeable during the day, and they look gorgeous at night. The app is super easy to use, and has so many options.



**Andy DeJulis**

Local Guide · 16 reviews · 5 photos

★★★★★ a year ago - 🚩

TrimLight was quick to come and bid, and got my lights installed much faster than anticipated. Randi was excellent with communication, and although the pricing for permanent lights is much higher than regular old bulbs from your local hardware store, the options and longevity far outweigh the cost. My house is super tall and sloped, so my wife appreciates me not having to go up on the roof!



**Michael Archuleta**

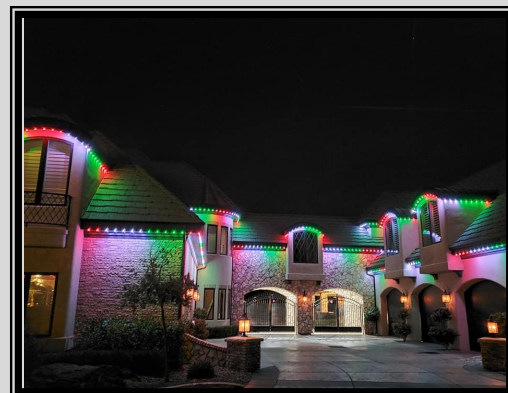
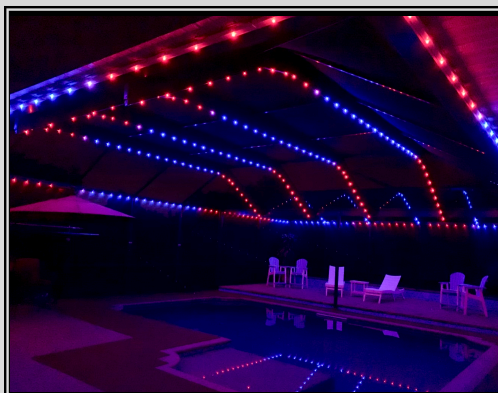
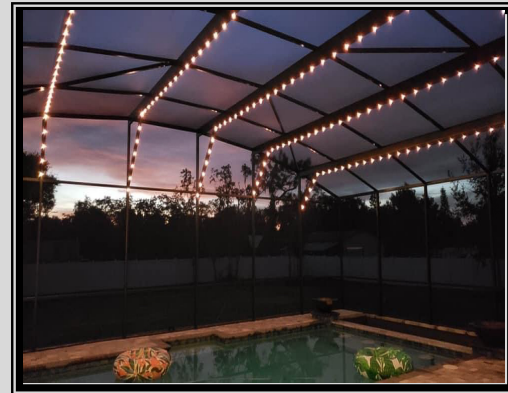
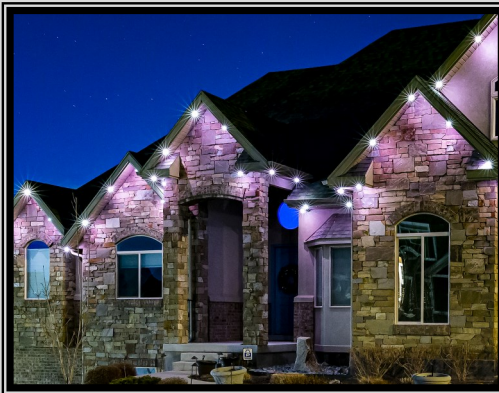
1 review · 1 photo

★★★★★ 3 months ago

When you see the lights come on for the first time at night, you can't even say "Wow" because it is so breathtaking. The installation team was top-notch. The way the product blends into the existing trim is just amazing.



## Year Round Lighting that is "Made For Life's Moments"



## **Tab 3**

This instrument was prepared by and should be returned to:  
Rogers Towers, P. A.  
c/o Ellen Avery-Smith, Esq.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

## **GRANT OF NON-EXCLUSIVE LANDSCAPE EASEMENT**

THIS GRANT OF NON-EXCLUSIVE LANDSCAPE EASEMENT (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between **PONCE ASSOCIATES, LLC**, a Florida limited liability company, whose address is 4200 Marsh Landing Boulevard, Suite 100, Jacksonville Beach, Florida 32250 (“**Grantor**”), and the **MADEIRA COMMUNITY DEVELOPMENT DISTRICT**, an independent local unit of special purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, with an address of 1548 The Greens Way, Suite 6, Jacksonville Beach, Florida 32250, and its successors and assigns (collectively, the “**Grantee**”).

### **W I T N E S S E T H:**

Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee, its successors, assigns, agents, employees, contractors and subcontractors (the “**Benefited Parties**”), a perpetual, non-exclusive access and landscape easement for the installation, operation, maintenance, repair and replacement of landscape, irrigation and related improvements (collectively, the “**Improvements**”), located above and below the ground, and for access, ingress and egress over the following described real property situated in St. Johns County, Florida at all times to carry out the purposes of this Agreement (the “**Easement**”), to-wit:

**PROPERTY DESCRIBED IN EXHIBIT “A” ATTACHED  
HERETO AND MADE A PART HEREOF (the “Easement  
Property”).**

***THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF TITLE SEARCH, TITLE EXAMINATION, TITLE INSURANCE OR ATTORNEY’S OPINION OF TITLE.***

1. Maintenance of Easement Property. By acceptance of the benefits of this Easement, Grantee, at its sole cost and expense, shall be responsible to perpetually maintain, repair and replace the Improvements within the Easement Property in a neat and orderly manner to standards no less than are required, from time to time, by applicable governmental authorities. Grantee, at Grantee’s sole cost and expense, shall also provide liability insurance for use of the Easement Property by the Benefited Parties.

2. Limitation on Easement. This Easement is given by Grantor to Grantee subject to the following terms, conditions and limitations: (i) Grantor shall have no obligation to repair, maintain or replace any Improvements located within the Easement Property now or in the future; and (ii) Grantee shall indemnify and hold Grantor harmless from and against all claims, losses, expenses, demands and liabilities, including without limitation, attorneys' fees and costs, or for damage to persons or property arising out of the use of the Easement Property; provided, however Grantee shall not be obligated to indemnify Grantor for any claims arising from Grantor's negligence or willful misconduct.

3. Land Preservation; Additional Easements. Grantor and Grantee, their successors and assigns, agree not to use the Easement Property for surface use inconsistent with the purposes of the uses described herein including, without limitation, Grantee shall be prohibited from installing any fencing within the Easement Property. The undersigned Grantor hereby reserves the right to grant easements to other parties on, over and under said Easement Property; provided, however, that any additional easements shall not interfere with the Easement.

4. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida. The parties agree that any litigation arising from this Agreement shall be maintained in a court of competent jurisdiction sitting in St. Johns County, Florida.

5. Successors and Assigns. The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefit and burdens hereof shall run with title to the Easement Property in perpetuity.

6. Construction. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

7. Savings Clause. If any provision or portion of this Agreement is for any reason held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision or portion of the Agreement, but this Agreement will, in such event, be construed as if such invalid or unenforceable provision or portion had never been contained herein.

8. Execution in Counterparts. The parties may execute this Agreement in multiple counterparts, by e-mail or facsimile, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

9. Entire Agreement. This Agreement sets forth the entire understanding between the Grantor and Grantee and shall not be altered, modified or amended unless such alteration, modification or amendment is set forth in writing and signed by the party against whom the enforcement of any such alteration, modification or amendment is sought.

[SIGNATURES BEGIN ON NEXT PAGE]



IN WITNESS WHEREOF, the undersigned have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in  
the presence of:

“GRANTOR”

PONCE ASSOCIATES, LLC, a Florida  
limited liability company

\_\_\_\_\_  
Witness:

Print Name:\_\_\_\_\_

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

Print Name:\_\_\_\_\_

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

\_\_\_\_\_  
Witness

Print Name:\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (*check one*)  
☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, who is (*check one*) ☐ is personally known to me or ☐ has  
produced a valid driver’s license as identification.

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Notary Public

My Commission Expires:\_\_\_\_\_

Commission Number:\_\_\_\_\_

“GRANTEE”

Signed, sealed and delivered in  
the presence of:

MADEIRA COMMUNITY DEVELOPMENT  
DISTRICT, a local unit of special purpose  
government

\_\_\_\_\_  
Witness:  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness:  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or  
☐ online notarization, an officer duly authorized to take acknowledgements, personally appeared  
\_\_\_\_\_, who is \_\_\_\_\_ of MADEIRA COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of special purpose government, and acknowledged  
before me that he executed the foregoing Declaration in the name of and on behalf of said  
district.

WITNESS my hand and official seal in the County and State aforesaid, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_



**EXHIBIT "A"**  
**Easement Property**

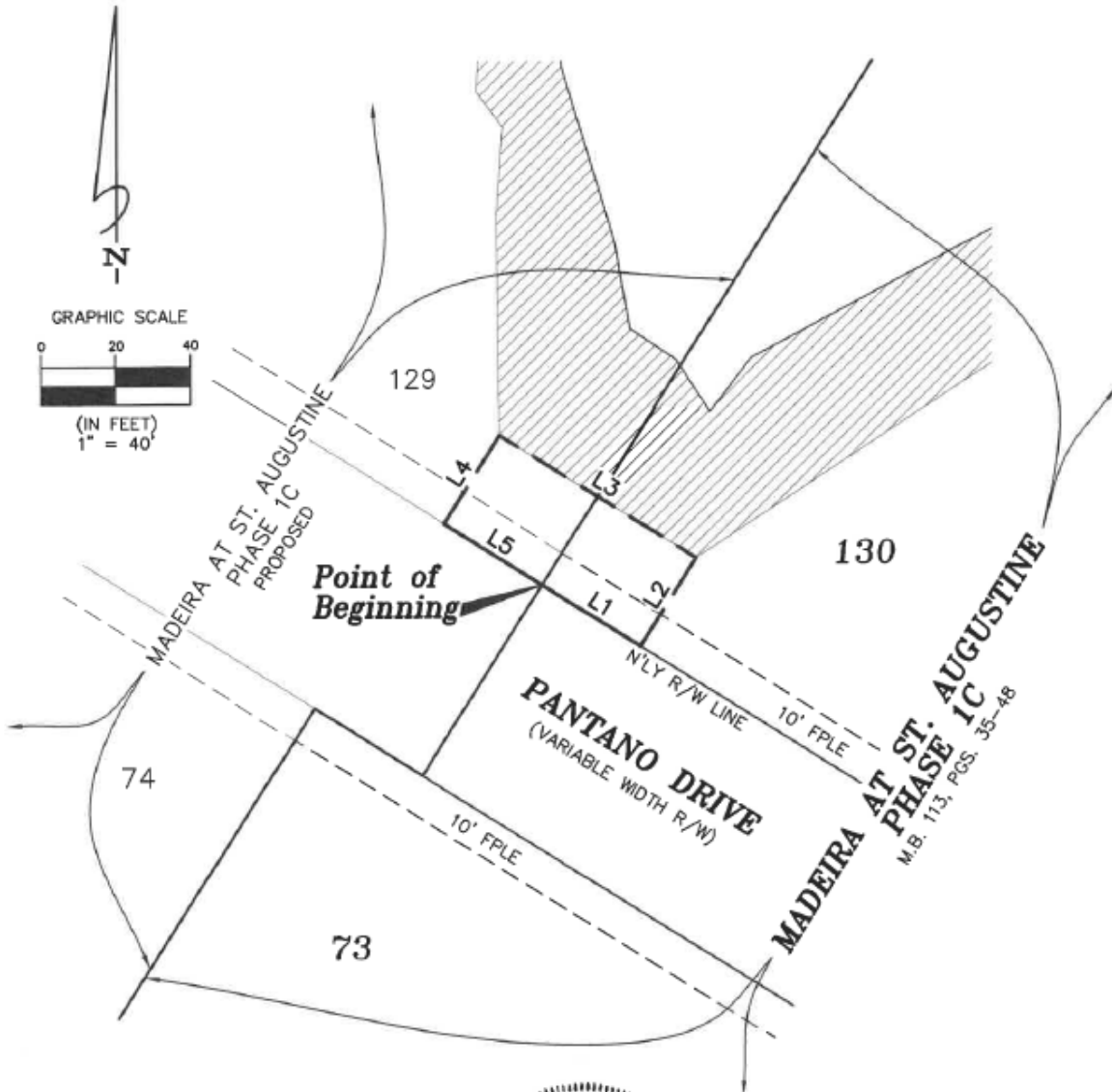
A PORTION OF LOT 130, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 130, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PANTANO DRIVE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE SOUTH 57°49'08" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 30.80 FEET; THENCE NORTH 32°10'52" EAST, 27.84 FEET; THENCE NORTH 57°49'08" WEST, 61.60 FEET; THENCE SOUTH 32°10'52" WEST, 27.84 FEET; THENCE SOUTH 57°49'08" EAST, 30.80 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES, MORE OR LESS .

# MAP SHOWING

A PORTION OF LOT 130, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA.



SHEET 1 OF 2 SHEETS

JOB NO. 2023-233

DRAFTER JRS

DATE 4-10-2023

CHECKED BY:

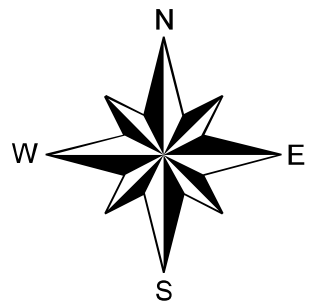
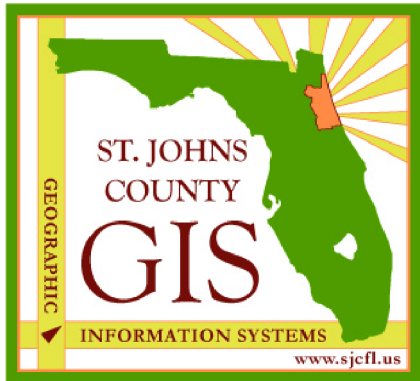
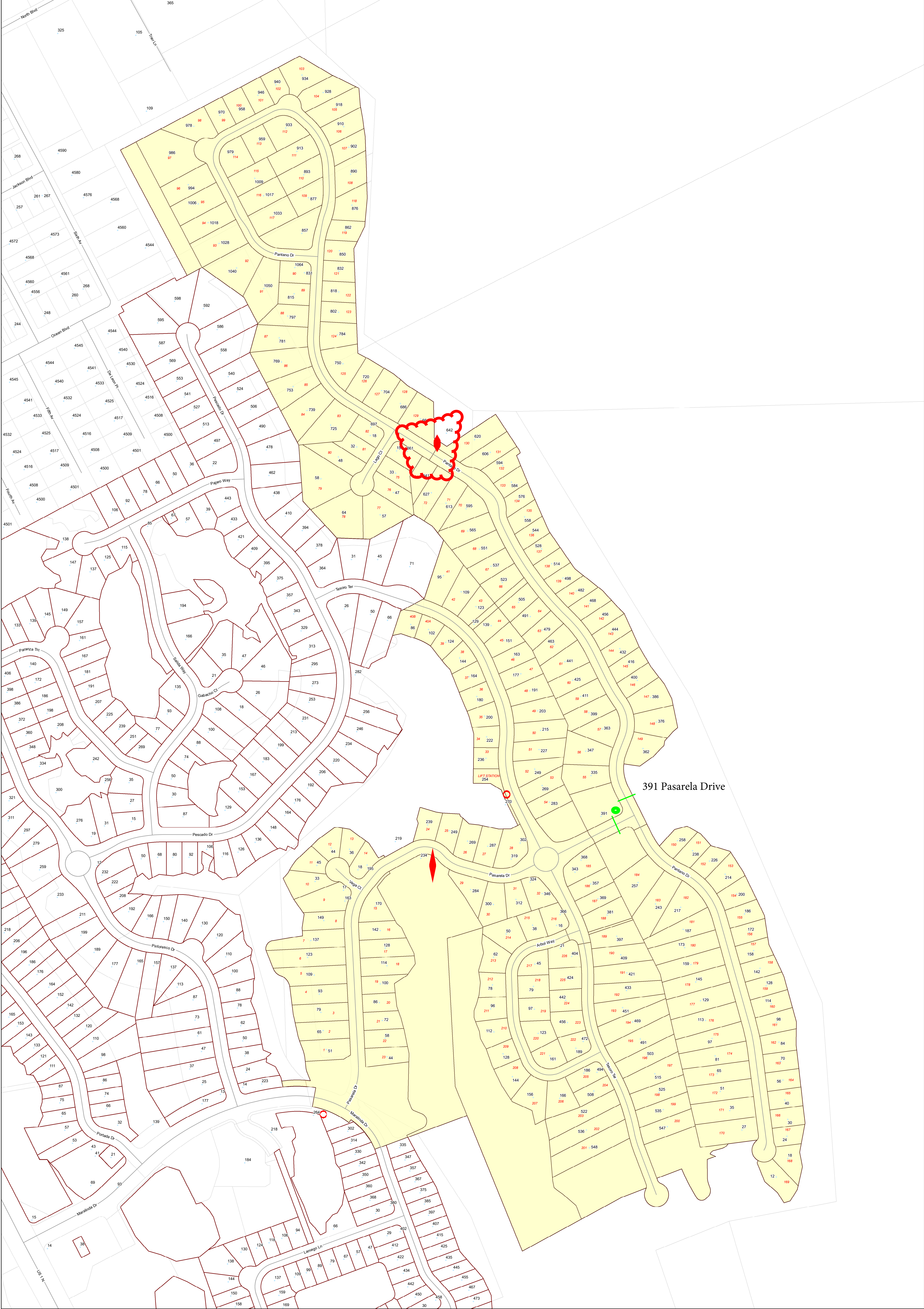
THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND SATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE)

MICHAEL J. COLLIGAN, F.S.M. CERT. NO. 6788

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
LB NO. 3731  
3830 CROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32257  
(904) 260-2703  
WWW.CLARYASSOC.COM





Madeira1C\_2C\_3

Address

Lot

Building



## **Tab 4**



This agreement dated May 15, 2023 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Madeira CDD c/o Carol Brown, Rizzetta & Company

Address 3434 Colwell Ave, Suite 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Cell

E-mail clbrown@rizzetta.com

Hereinafter called "CLIENT".

1. **Charles Aquatics, Inc.**, agrees to provide Triploid Grass Carp in accordance with the terms and conditions of this Agreement at the following location(s): **Multiple ponds at Madeira CDD in St Johns County, FL.**
2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

Pond 1: 5 Grass Carp	Pond 9: 15 Grass Carp
Pond 2: 10 Grass Carp	Pond 10: 15 Grass Carp
Pond 3: 45 Grass Carp	Pond 11: 20 Grass Carp
Pond 6: 10 Grass Carp	

**Total of 120 Grass Carp at \$8.00 each = \$960.00**

Terms & Conditions:

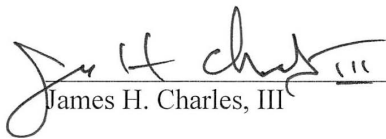
- 1) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and 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.
- 3) 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. within 30 days of the agreement date.**
- 4) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**.
- 5) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.

Charles Aquatics, Inc.  
6869 Phillips Parkway Drive South Jacksonville, FL 32256  
(904) 997-0044 Fax: (904) 807-9158



- 6) **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.
- 7) **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.**
- 8) **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.**
- 9) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 10) **Alterations and Modifications** - This two (2) 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**.

CHARLES AQUATICS, INC.

  
James H. Charles, III

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

## **Tab 5**

# Wind River Environmental dba Metro Rooter

Please access through  
Easements in Plat 3A  
attached

## Wind River Environmental General Terms and Conditions

<b>Billed to:</b>
Madeira CDD 3434 Colwell Avenue Suite 200 Tampa, FL 33614 CDDinvoice@rizzetta.com

**Site Contact:**  
Lesley Gallagher  
LGallagher@rizzetta.com

<b>Job Sites:</b>
Catch Basins 478 Pescado Drive Saint Augustine, FL 32095

Date: 5/52023

## Wind River Environmental General Terms and Conditions

The undersigned ("CUSTOMER") agrees to services from WRE described below and purchase from WRE its entire present and future requirements of services at CUSTOMER's locations set forth below &/or attached (each, a "Location" and, collectively, the "Locations", subject to the following terms and conditions (including those on the second page of this agreement).

**Equipment and Product:** All equipment described in the table below (including necessary piping, lines, fittings, etc. as determined by WRE) and other equipment/svcs supplied by WRE to PURCHASER (collectively, "Svcs/Equipment") shall be performed at WRE's then applicable rates.

### Scope of Work

Pricing includes equipment, labor, and materials needed to use Vactor truck for cleaning of deceased fish out of all 5-6 catch basins found full and disposal. Cleaning of catch basins until no more fish flow back; there will be no pumping from the pond itself. Please be aware there will be very strong odors released during this process and of a possibility that more deceased fish may flow into the catch basins in upcoming weeks from what may or may not be left behind in the pond that are not currently in the catch basins. To avoid a need of our return and extra cost we suggest removing additional deceased fish by hand from the pond if possible. The pricing is valid for 30 days.

**Total: \$4,446.75**

### Assumptions/Clarifications

- Pricing reflects one-time service.
- Vendor will supply all personnel and equipment as specified within the term and conditions of this agreement.
- Vendor will provide the services described herein in accordance with all federal, state, and local regulations.
- Emergency service is available, as needed. Additional costs will apply.
- Any services that need to be provided that are not defined in the above scope of work will be subject to additional costs. If additional services are required, vendor reserves the right to issue a job change order (JCO) prior to work being performed.
- Vendor will require a \$XXXX payment to be made before work begins and the balance due at the time the project is completed.
- All prices are valid for forty-eight hours. WRE reserves the right to change proposed prices after forty-eight hours due to unpredictable unforeseen circumstances.
- Energy Recovery is based on the Energy Information Administration's National U.S. average of diesel price per gallon ([www.eia.gov/petroleum/gasdiesel/](http://www.eia.gov/petroleum/gasdiesel/)). The specific policy can be referenced at [www.wrenvironmental.com/policies/](http://www.wrenvironmental.com/policies/).

### CUSTOMER:

Print Name: William R. Lanus

Print Title: Chairman

Authorized Signature: 

PO#: \_\_\_\_\_

### SERVICE PROVIDER: WIND RIVER ENVIRONMENTAL

Print Name: \_\_\_\_\_

Print Title: Regional Pricing Specialist

Authorized Signature: \_\_\_\_\_

### A. SERVICES

WRE agrees to perform all services as stated in this agreement (scope of work) in accordance with applicable laws, environmental regulations, & gov't & commercial standards. WRE agrees to obtain and maintain at our sole expense for the term of this Agreement, Comprehensive General Liability Insurance: \$1,000,000 for each occurrence, combined single limit for bodily and property damage. Customer warrants that all equipment (grease traps, drain lines, manhole covers, etc.) upon which work is to be performed are owned by the Customer, or that authorization for the work has been obtained from the rightful property owner. The Customer shall be responsible for compensating WRE for any and all damages collected against WRE by any third party demonstrating actual ownership of the equipment upon which work is to be performed, regarding damage to which the customer represents as their own. Customer agrees to provide access to work areas for WRE's employees and vehicles and agrees to keep access clear and available for movement and parking of trucks and equipment during service time. WRE assumes no liability or responsibilities for any cracking, breaking, puncturing, depressing or any other damage to any driveway, patio, other paved, bricked, stoned, concrete or asphalt surface which may result from trucks and equipment being used to access the job site. In the event of unforeseen or unplanned conditions, WRE reserves the right to issue a job change order (JCO) for the additional work performed above and beyond the original scope of work quoted in this agreement. In the event the customer chooses not to agree to the JCO of the revision of the SOW, WRE terminates the agreement, unless agreed in writing by WRE, and all work performed will be invoiced up to that point.

Wind River Environmental is not responsible for unmarked underground lines, landscaping, irrigation, water lines, cable lines, electrical work, fencing, mailboxes, lamp posts, pavers, driveways or walkways that are damaged by the heavy equipment needed to perform the work, but we will work with reasonable care to safeguard all customers' personal property. \_\_\_\_\_ (Initial Here)

## B. AGREEMENT TERM

Customer agrees that WRE is the exclusive provider for this agreement. WRE reserves the right to terminate this Agreement at any time with or without cause. WRE has the right to terminate this agreement, in whole or in part, for Customer's failure to pay past invoices in a timely manner or if conditions change which alter the nature and scope of work. This Agreement may not be assigned by Customer without the prior written consent of WRE. This agreement is automatically assignable to a new owner.

## C. PAYMENT

Customer agrees to pay WRE the amounts listed above on this agreement for waste removal and/or additional services. Payment is to be received upon completion of each svc listed above on agreement for waste removal and/or additional svcs. In event scope of work changes, WRE will be paid for all items on contract that have been completed. Any additional work performed/requested by Customer will be billed on a time & material basis. Service charge of 1.5%/ mo will be added to account thirty days after invoice date. Customer is responsible for all costs associated with the collection including, but not limited to, attorneys' fees and court costs. Taxes, Other Fees and Charges, Permits and Compliance: Customer shall pay all applicable taxes, fees, assessments and penalties and will obtain permits and licenses in any manner connected with the services being provided and will comply with all laws, regulations and ordinances applicable thereto. Customer shall pay WRE an Environmental Fee in connection with WRE's compliance with federal, state and local materials regulations applicable to WRE's operations and activities; Customer acknowledges that Environmental Fee is retained by WRE and not paid to any governmental agency or authority. Customer shall pay WRE any applicable delivery charges, regulatory administrative fees, surcharges (including an energy/fuel surcharge for delivery of Product (per Customer Location) in accordance with WRE's then current energy surcharge), and other charges or surcharges applicable to WRE's customers generally in effect from time to time.

**Recurring Credit Card Payment Authorization.** upon signature you authorize charges to your credit card for agreed services. You will be charged the amount invoiced each billing period. A receipt/invoice copy will be available for each payment and the charge will appear on your credit card statement. You agree that no prior-notification will be provided. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Wind River Environmental, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. You certify that you are the authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms authorized in this authorization form.

Authorized Signature: \_\_\_\_\_

## D. INVOICES

With approved credit, WRE will send an itemized invoice in the amount as indicated above on this Agreement to Customer's billing address promptly after services are completed. WRE may require full payment in advance at its discretion. If WRE does not receive the full amount invoiced by the due date on the bill, WRE may assess a late charge not to exceed 1.5% per month of the overdue amount. If Customer fails to pay any bill within thirty (30) days of the due date, WRE will have the following rights: 1). WRE may require full and immediate payment of all amounts due under this Agreement; 2). WRE may suspend or cancel service or 3) WRE may terminate this Agreement in which case Customer remains responsible for all past due amounts plus interest and all other damages incurred by WRE as a result of Customer's breach. All payments will be applied first to oldest balances outstanding. WRE may, at any time, adjust the Monthly Fees, the Product Rate and/or the Overage Rate (the "Price Adjustment") effective fifteen (15) days after notifying PURCHASER of such Price Adjustment (notification may be in the form of an invoice.) If, however, within fifteen (15) days following PURCHASER's receipt of a Price Adjustment Notification, PURCHASER provides WRE with a copy of a bona fide written offer from a reputable SELLER competitor offering Equipment and Svcs in like quantity, like quality, under similar conditions, and at lower prices than those contemplated by the Price Adjustment (a "Competitive Offer"), PURCHASER may terminate this Agreement with respect to those Locations affected by the Price Adjustment, unless, within fifteen (15) days after WRE's receipt of the Competitive Offer, WRE (at WRE's sole discretion) either (a) meets the prices reflected in the Competitive Offer or (b) reinstates the Monthly Fees, Product Rate and/or Overage Rate, as applicable, that were in effect at the time of the Price Adjustment Notification (the "Price Match"). If WRE makes the Price Match, WRE shall have the right, in WRE's sole discretion, to extend the term of this Agreement for up to five (5) years from the date WRE implements the Price Match. Changes in prices pursuant to Section B or Section C of this Agreement shall not constitute a Price Adjustment for purposes of this Section D.

## E. EMERGENCY SERVICE/ADDITIONAL SCOPE OF WORK

Requests for immediate grease waste removal/associated svcs shall be construed as an emergency and may be subject to emergency charges in addition to previously stated fees. Unexpected services may be required in the event of natural disasters or other unscheduled repairs to pipes or other infrastructure. Customer agrees to pay additional sums on a time and material basis for any additional work required to complete the job or emergency service caused by canceled contingencies such as foreign matter, rock, stones, broken pipes, or any other condition not really apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of WRE. One-time Emergency fee/service may be up to \$350.

**Additional Locations:** PURCHASER shall notify SELLER of any additional locations operated by PURCHASER and such location(s) (each, an "Add'l Location") shall, subject to SELLER's prior consent, become Locations subject to all of the terms and conditions then in effect under this Agreement. On-call service shall be priced separately and billed at emergency rates.

## F. FORCE MAJEURE

Service by WRE is subject to and contingent upon floods, hurricanes and other extreme weather conditions, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond WRE's reasonable control (each, a "Force Majeure Event"). WRE shall advise Customer of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of WRE's capability to produce and/or deliver Product and/or Equipment, WRE will allocate production and/or deliveries among the requirements of all its affected customers and WRE's own requirements in a fair and reasonable manner, as determined by WRE. Customer will pay or reimburse WRE for any additional costs incurred by WRE relating to the delivery of any Product and/or Equipment to Customer during a Force Majeure Event. WRE shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure. WRE will not be liable to Customer for any failure of the grease trap/svc resulting from events beyond WRE's control, including fire, floods, accident, utility failure and acts of God.

## G. MISCELLANEOUS

The individual signing this agreement on behalf of the Customer represents and warrants that he or she is authorized to sign as an owner, manager, officer, partner or employee of Customer and that he or she is empowered to bind Customer to the terms and conditions contained herein.

## H. LIMITATION OF LIABILITY

Customer acknowledges that there are hazards associated with the services involved in this Agreement and that it understands such hazards. It is Customer's responsibility to warn and protect its employees and others exposed to such hazards. Customer shall indemnify, defend and hold harmless WRE and its affiliates and their respective employees, agents, successors, officers, and assigns (each, an "Indemnified Party") from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) that an Indemnified Party may sustain or incur or which are threatened arising from or in any way related to the services provided by WRE. WRE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF WRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. No claim of any kind, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the service or services in respect to which such claim is made. The foregoing constitutes Customer's exclusive remedy and WRE's sole obligation with respect to any such claim. THERE ARE NO EXPRESS WARRANTIES MADE BY WRE. to the extent permitted by law

## I. DEFAULT

In addition to any other rights or remedies WRE may have at law or in equity, WRE reserves the right to immediately disrupt service in the event of payment delinquency or upon default by Customer in any of the terms or conditions herein (a "Customer Default"). In the event (a) of a Customer Default, (b) that any proceeding under bankruptcy laws shall be commenced by or against Customer, or (c) Customer shall be adjudged insolvent or make any assignment for the benefit of creditors, WRE may, at its option, immediately cancel and terminate this Agreement with or without demand or notice to Customer and without court proceedings (a "WRE Termination for Cause"). Upon a WRE Termination for Cause, Customer shall remain responsible for all costs incurred for which WRE has not been paid, attorneys' fees and costs and any other damages resulting from Customer's default.

## J. REPRESENTATION AND INDEMNITY

Customer represents and warrants to WRE that it is not obligated under the terms of any other contract for provision of the same or similar services. In the event that the foregoing representation and warranty proves to be false, Customer hereby indemnifies and holds harmless WRE from and against all costs, including reasonable attorney's fees, damages or liabilities that WRE may incur in connection with any claim asserted by any third party as a result thereof.

## K. JURISDICTION

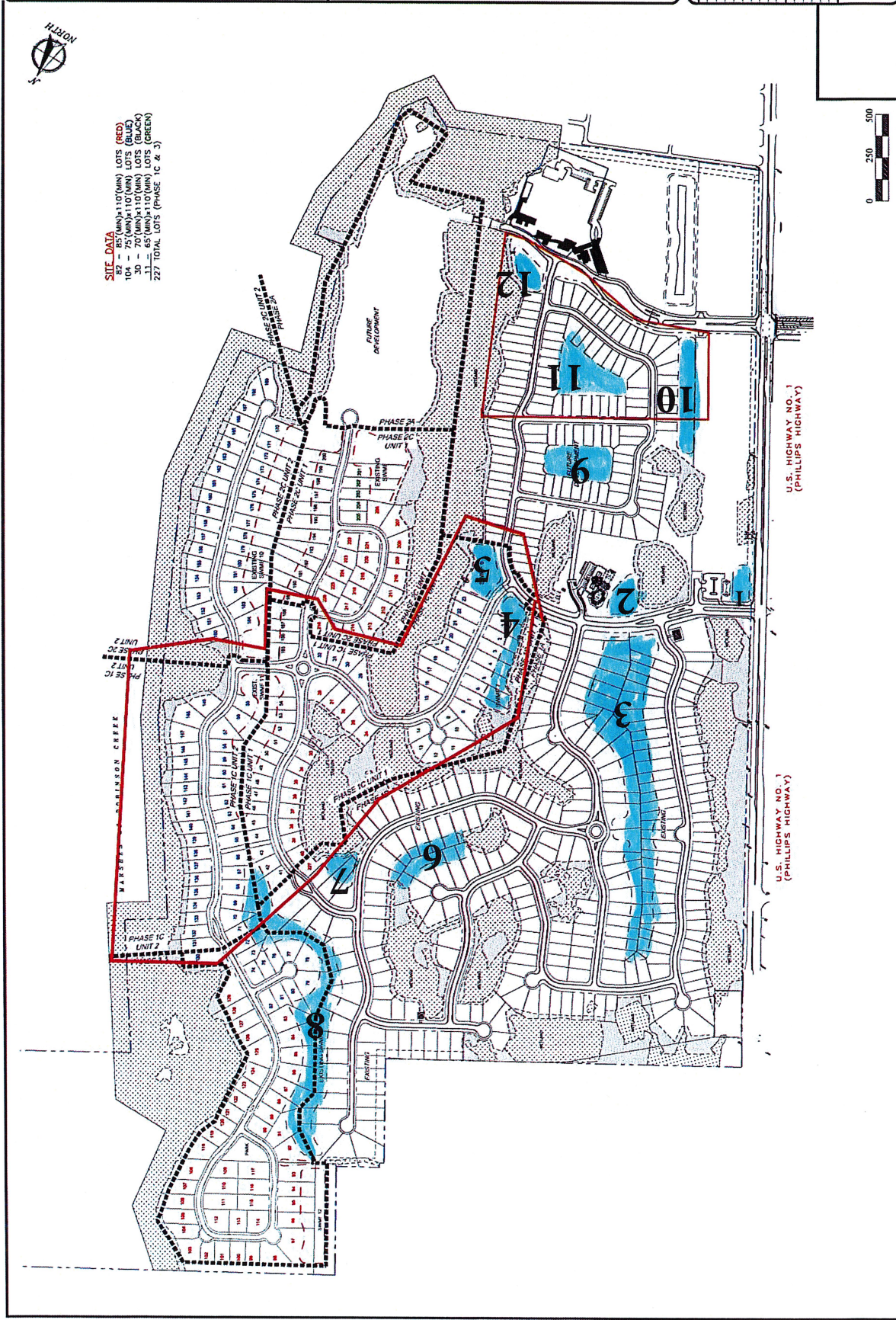
This Agreement shall be governed by and construed under the laws of the state of North Carolina, South Carolina, Massachusetts, Pennsylvania or New York depending upon the location of the services which are the subject of the dispute were performed. For example, if the events giving rise to the dispute were performed in Pennsylvania, Pennsylvania law shall apply. At WRE's sole option, any and all disputes shall be resolved by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.



**DOMINION ENGINEERING GROUP, INC.**  
**PLANNERS AND ENGINEERS**  
 4348 SOUTHPOINT BLVD, SUITE 201, JACKSONVILLE, FL 32216  
 TEL: 904-854-4500 C.A. NUMBER: 26821 FAX 904-854-4505  
 WWW.DOM-ENG.COM

**PHASING PLAN**  
**FOR**  
**PONCE ASSOCIATES, LLC**  
**MADEIRA AT ST. AUGUSTINE (PHASES 1C, 2C & 3)**

DATE: 01/11/11	BY: [Signature]
DESIGNED BY: [Signature]	CHECKED BY: [Signature]
SCALE: AS SHOWN	DATE: 01/11/11
SHEET NO. 1	SHEET TOTAL: 1





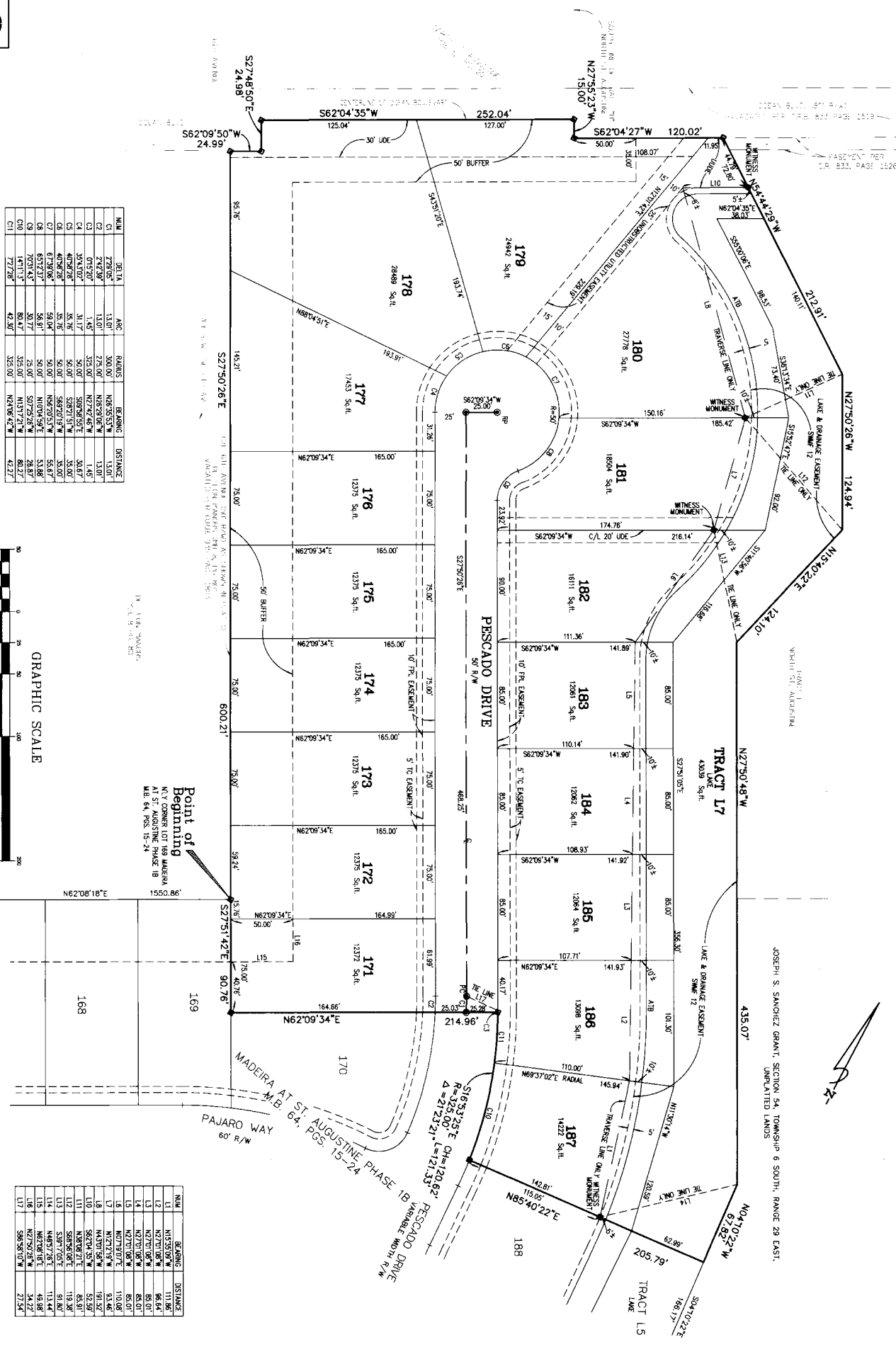




# Madeira At St. Augustine Phase 3A-1

## MAP BOOK 64 PAGE 65

SHEET 3 OF 3 SHEETS  
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



NAME	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	279.06°	13.07'	300.00'	N68°50'53"W	13.07'
C2	272.90°	13.07'	275.00'	N68°50'08"W	13.07'
C3	071°50'0"	1.45'	325.00'	N67°42'46"W	1.45'
C4	354.500°	31.17'	50.00'	S69°58'55"E	30.67'
C5	40°52'55"	26.76'	50.00'	S69°51'11"W	33.00'
C6	320°52'55"	26.76'	50.00'	N69°51'11"E	33.00'
C7	67°30'06"	50.04'	50.00'	N68°20'51"W	55.67'
C8	65°23'27"	56.87'	50.00'	N100°45'47"E	53.86'
C9	70°51'43"	50.77'	25.00'	S07°29'28"W	28.87'
C10	147°11'3"	80.47'	325.00'	N157°21'21"W	80.27'
C11	77°28'5"	42.30'	325.00'	N21°06'42"W	42.27'

NAME	BEARING	DISTANCE
L1	N15°55'09"W	111.86'
L2	N27°01'08"W	96.64'
L3	N42°01'08"W	85.07'
L4	N27°01'08"W	85.07'
L5	N67°19'07"E	110.08'
L6	N27°12'19"W	93.46'
L7	N47°01'56"W	191.52'
L8	N47°01'56"W	52.59'
L9	N47°01'56"W	85.07'
L10	N47°01'56"W	109.26'
L11	N47°01'56"W	113.44'
L12	N47°01'56"W	49.88'
L13	N47°01'56"W	34.22'
L14	N47°01'56"W	27.54'

NAME	BEARING	DISTANCE
L1	N15°55'09"W	111.86'
L2	N27°01'08"W	96.64'
L3	N42°01'08"W	85.07'
L4	N27°01'08"W	85.07'
L5	N67°19'07"E	110.08'
L6	N27°12'19"W	93.46'
L7	N47°01'56"W	191.52'
L8	N47°01'56"W	52.59'
L9	N47°01'56"W	85.07'
L10	N47°01'56"W	109.26'
L11	N47°01'56"W	113.44'
L12	N47°01'56"W	49.88'
L13	N47°01'56"W	34.22'
L14	N47°01'56"W	27.54'

GRAPHIC SCALE  
(IN FEET)  
1 inch = 50 ft.

Point of Beginning  
N.W. CORNER LOT 168 MADEIRA  
AT ST. AUGUSTINE PHASE 1B  
M.B. 64, PGS. 15-24

PAJARO WAY  
60' R/W

MADEIRA AT ST. AUGUSTINE PHASE 1B  
M.B. 64, PGS. 15-24

PESCADO DRIVE  
VARIABLE WIDTH R/W

TRACT L7  
430.39 Sq. Ft.

TRACT L5  
186.17 Sq. Ft.

TRACT L6  
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## **Tab 6**



DOMINION ENGINEERING GROUP

April 19, 2023

Madeira Community Development District  
C/O Lesley A Gallagher  
District Manager  
Rizzetta & Company  
2806 N. Fifth Street  
Suite 403  
St. Augustine, Florida 32084  
[Lgallagher@rizzetta.com](mailto:Lgallagher@rizzetta.com)

Re: Pavement Condition Analysis  
Madeira Phase 1A and 1B  
St Augustine, Florida

Dear Ms. Gallagher:

As requested, **Dominion Engineering Group, Inc. ("DEG")** is pleased to submit this report to the **Madeira Community Development District ("Client")**. The scope of this report is to review the geotechnical borings completed by Universal Engineering Services in support of this effort and to develop a plan to repair the areas of pavement needing repair.

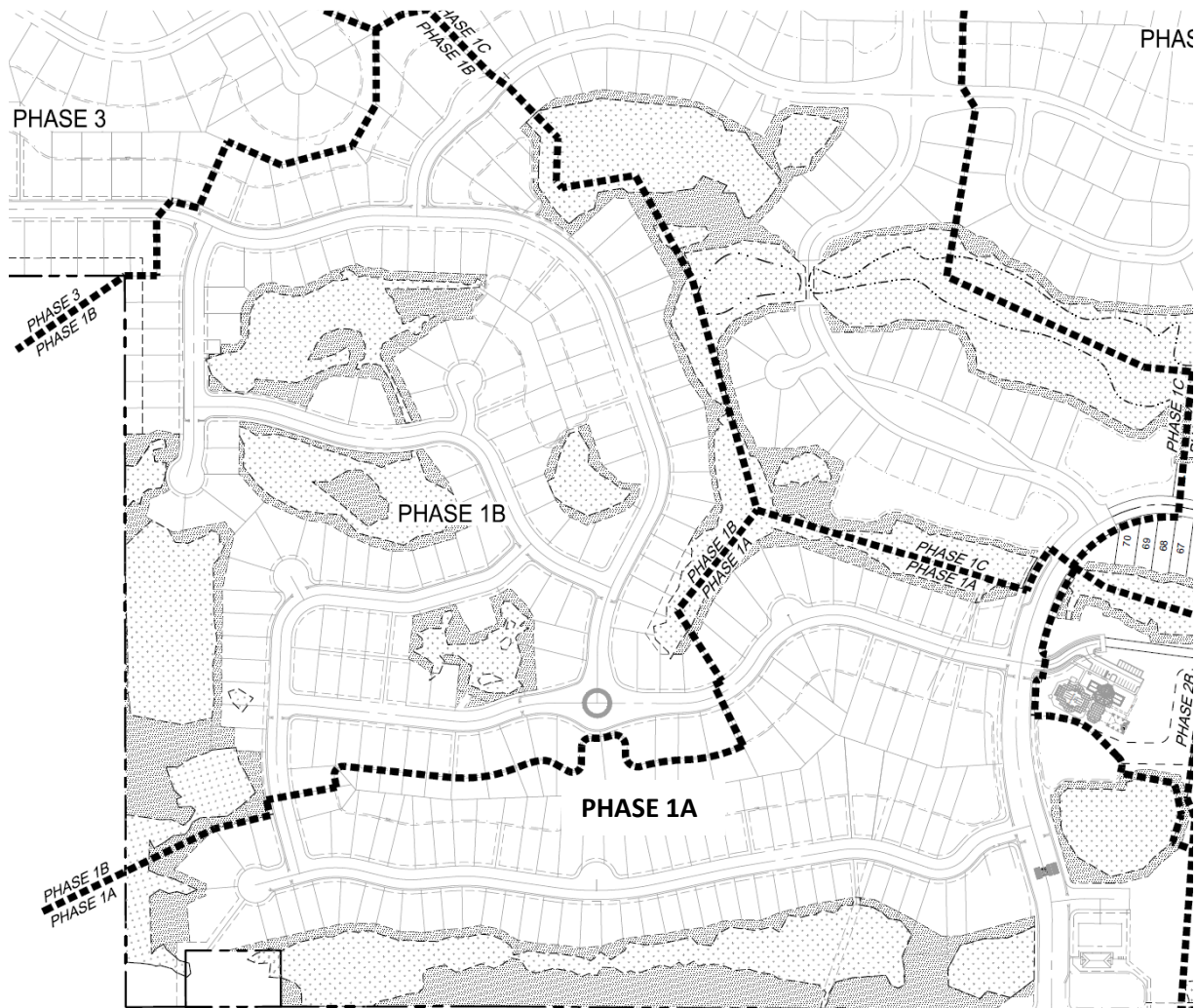
## **PROJECT BACKGROUND**

The Madeira Subdivision is in the City of St. Augustine, Florida. The project is located on the east side of US-1 North of St. Augustine. The CDD recently retained Universal Engineering Services to drill the asphalt and base in locations of visual distress of the final layer of Asphalt. In this report, DEG will interpret the borings and recommend limits where pavement distress should be made. In general, just because a pavement shows wear, does not mean the pavement is failing and needs to be repaired.

Phase 1A and 1B roadway construction was completed in September 2008, approximately 14 years ago. Home construction began very slowly because the housing marketplace was in a very dormant period till about 2013 during that period very few homes were constructed, and very little wear and tear occurred. In fact, only 23 homes were built by January 1, 2014. Today all but two of the 290 lots are built upon and that is 8 years since 2014. So, in general the pavement has only had about 8 years of design service.

**Dominion Engineering Group, Inc.**  
**4348 Southpoint Blvd, Suite 204**  
**Jacksonville, Florida 32216**  
**904-854-4500**  
**[www.DOM-ENG.com](http://www.DOM-ENG.com)**





## Review of Boring Information

Field data collection was performed by Universal Engineering Services and consisted of core borings of the upper asphalt and the base material. DEG reviewed the boring information and determined the area and limits to remediate the pavement in the areas of distress. DEG will rely upon the field data collected by Universal Engineering Services and not necessarily the recommendations by the geotechnical engineer because there are significant irregularities in the pavement by moving a few feet in any direction. In other words, our focus is to classify a given area of pavement by the average quality of the pavement.

**Dominion Engineering Group, Inc.**  
**4348 Southpoint Blvd, Suite 201**  
**Jacksonville, Florida 32216**  
**904-854-4500**  
**[www.DOM-ENG.com](http://www.DOM-ENG.com)**

## Repair Matrix

DEG will develop a repair matrix for the areas we believe need to be repaired. We will show the repair recommended and the location on a plan with limits of the repair. The repairs are broken into 4 separate levels of severity 1 – being most severe and 4 – least severe but still needing monitoring.

<b>Level 1</b>	Most Severe – Replace within 1 year
<b>Level 2</b>	Moderately Severe – Replace within 2-3 years
<b>Level 3</b>	Moderate – Replace within 4-6 years
<b>Level 4</b>	Superficial – Monitor for next 10 years as conditions make worsen warranting replacement.

Attached to this report will be a repair/replacement map along with the corresponding level and total area to be replaced.

## CONCLUSION

In conclusion, DEG has inspected the asphalt and developed the attached map with the 4 different levels of severity and recommend repair. Level 1 is the highest severity and should be targeted first for mill and overlay repairs, the levels go down to 4 which is the lowest severity and should be monitored for the next several years to track changes in the pavement. Targeting the areas highlighted in this report will extend the useable longevity of the community's roadways.

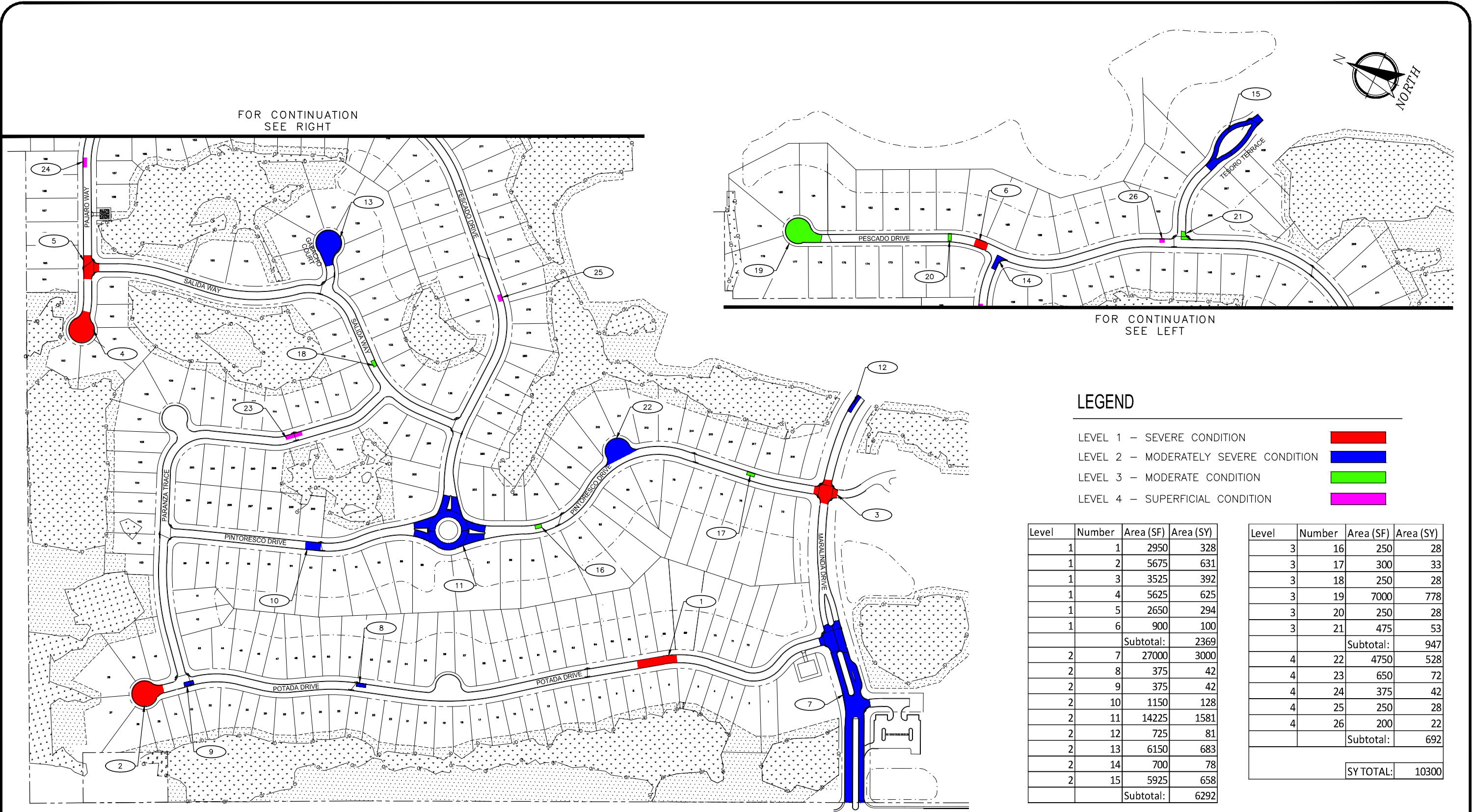
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,  
**Dominion Engineering Group, Inc.**



William E. Schaefer, PE  
Principal

**Dominion Engineering Group, Inc.**  
4348 Southpoint Blvd, Suite 201  
Jacksonville, Florida 32216  
904-854-4500  
[www.DOM-ENG.com](http://www.DOM-ENG.com)



FOR CONTINUATION  
SEE LEFT

LEGEND

- LEVEL 1 – SEVERE CONDITION
- LEVEL 2 – MODERATELY SEVERE CONDITION
- LEVEL 3 – MODERATE CONDITION
- LEVEL 4 – SUPERFICIAL CONDITION

Level	Number	Area (SF)	Area (SY)
1	1	2950	328
1	2	5675	631
1	3	3525	392
1	4	5625	625
1	5	2650	294
1	6	900	100
	Subtotal:		2369
2	7	27000	3000
2	8	375	42
2	9	375	42
2	10	1150	128
2	11	14225	1581
2	12	725	81
2	13	6150	683
2	14	700	78
2	15	5925	658
	Subtotal:		6292

Level	Number	Area (SF)	Area (SY)
3	16	250	28
3	17	300	33
3	18	250	28
3	19	7000	778
3	20	250	28
3	21	475	53
	Subtotal:		947
4	22	4750	528
4	23	650	72
4	24	375	42
4	25	250	28
4	26	200	22
	Subtotal:		692
		SY TOTAL:	10300

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PLANNERS AND ENGINEERS  
DOMINION ENGINEERING GROUP, INC.  
6380 PHILLIPS HIGHWAY, SUITE 101  
JACKSONVILLE, FLORIDA 32216

PAVEMENT REPAIR LOCATIONS

MADEIRA PHASE 1

Figure: 1

Job Number:

Scale: 1"=300'

Date: 04/11/23

## **Tab 7**



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

CGC1523954 CMC1250093 CFC1428601 CCC1329086

## Madiera CDD

Attn:Carol Brown-Rizzetta Mgmt

3 7 23

Re:pergola

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.

>remove and rebuild the perola over the park bench at the property entrance per management

>rebuild the pergola to match the existing size and style as close as possible

>all new materials will be pressure treated

>includes all new base plates anchors for the post

>clean up job site and haul away debris

**\*no painting/staining of new pergola included in bid due to pressure treated materials need to dryout between 60-90 days before painting/staining**

**Total Price \$4,960.00**

**Proposal Signed by**\_\_\_\_\_ **Printed Name**\_\_\_\_\_

**Thank you for your consideration**

**Scott Haines -C 904.402.6561**

## **Tab 8**



Please see the following attachments

1. Map depicting paver location

Scope of work:

- o JM Construction shall remove the existing median pavers located adjacent to the Pintoresco Drive traffic circle. JM shall provide all labor and tools necessary to perform the work, including providing concrete base, polymeric sand, paver removal and disposal.
- o Ponce Associates, LLC shall provide the concrete pavers, the product to be use is Old Castle Appian to match the newest section of Madeira.
- o Ponce Associates, LLC shall coordinate the work and make the initial payment to the vendors as necessary, then invoice the District for their allocated share.

Anticipated Cost:

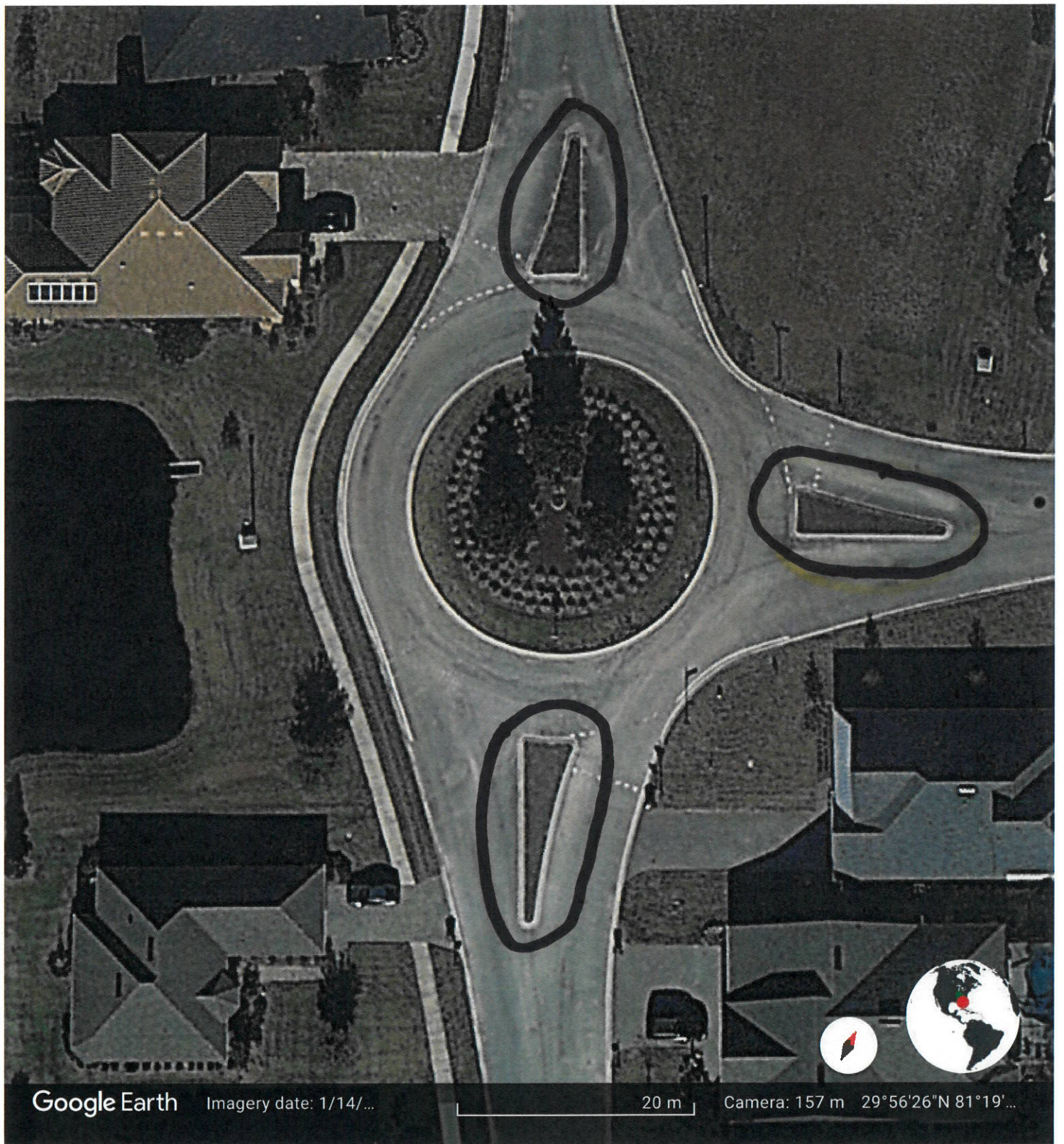
1. Paver removal and installation	\$7,920.00
2. 27 Bags of Polymeric sand	\$1,534.00
3. 1,320 SF of pavers	<u>\$3,276.00</u>
Total	\$12,730.00

Shared Expenditure

Ponce Associates	\$6,365.00
Madeira CDD	\$6,365.00

Please advise if you have questions, once notified the contractor is ready to commence work.

*Douglas G. Maier  
Vice President  
Arendale Holdings  
1548 The Greens Way Suite #6  
Jacksonville Beach, FL 32250  
(904) 482-1127 Office*



Google Earth

Imagery date: 1/14/...

20 m

Camera: 157 m 29°56'26"N 81°19'...

## **Tab 9**





## DOODY DADDY SERVICE AGREEMENT

This agreement is in effect as of June 1, 2023 and will stay in effect through June 1, 2025 is made between *Doody Daddy, LLC* and Madeira CDD whose address is Maralinda Dr. St. Augustine, FL 32095.

- Pet Waste Station Service** – *Doody Daddy* hereby agrees to service the 7 pet waste stations located at above address. Servicing of the stations will occur once a week. *Doody Daddy* reserves the right to change the assigned day. *Doody Daddy* will purchase and provide all bags for each pet waste station. *Doody Daddy* is not responsible for any damage or repairs needed to any pet waste station.
- Trash Can Service** – *Doody Daddy* hereby agrees to service the 2 trash can station(s) located at above address. Servicing of the trash cans will occur once a week. *Doody Daddy* reserves the right to change the assigned day. *Doody Daddy* will purchase and provide all bags for each trash can. *Doody Daddy* is not responsible for any damage or repairs needed to any trash can.
- Park & Common Area** – *Doody Daddy* hereby agrees to service the N/A park/common areas located at above address. Servicing will occur N/A a week. *Doody Daddy* reserves the right to change the assigned day.
- Billing** – An invoice for the next month's service will be sent at the beginning of each month. This invoice will be due in full by the 15th of that month. If delinquency occurs a late charge of twenty five dollars (\$25.00) will be added to the total of the bill.
- Collection of unpaid bills** – If a bill becomes more than 30 days late, *Doody Daddy* reserves the right to pursue collection. A service fee of \$75.00 will be added to a bill that is sent to a collection agency.
- Access to Service Area** – It is the customer's responsibility to assure uninhibited access to the service area. If the area is not accessible during the service day, the customer will be charged the normal fee for that days waste removal.

7. **High Grass and Leaves** – The customer is responsible for keeping the grass at a reasonable level and to keep the leaves picked up in the service area. *Doody Daddy* will not return if waste is missed due to overgrown grass or un-raked leaves. If *Doody Daddy* returns to service and it is determined that high grass or un-raked leaves existed at the time of the initial service call, the account will be charged an additional pick-up at the normal weekly rate.

8. **Inclement Weather** – If weather conditions prevent *Doody Daddy* from servicing on the assigned day, *Doody Daddy* will attempt to schedule a make up day. If we are unable to schedule a make up day, we will issue a credit towards the next month's invoice.

9. **Entire Contract** – This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

Monthly contract       \$447.00       per month starting 06/01/2023 through 06/01/2025.

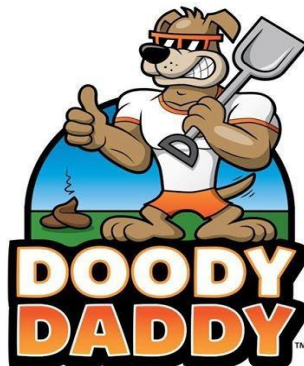
Property Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

HOA Board President Signature \_\_\_\_\_ Date \_\_\_\_\_

Office Number \_\_\_\_\_ After Hours Number \_\_\_\_\_

Doody Daddy Signature \_\_\_\_\_ Date \_\_\_\_\_

WE THANK YOU FOR CHOOSING DOODY DADDY AS YOUR PET WASTE MANAGEMENT COMPANY, IF YOU HAVE ANY QUESTIONS FEEL FREE TO CALL US AT: 904-826-9235.



## **Tab 10**



## MEMORANDUM

TO: MADEIRA COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS

FROM: WESLEY S. HABER

DATE: MARCH 13, 2023

RE: PUBLIC RECORDS RETENTION

---

The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

# **OPTION 1**

## **RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason.

Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

**SECTION 4.** In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.



**SECTION 5.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of May 2023.

ATTEST:

**MADEIRA COMMUNITY DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** District Amendments to General Records Schedules Established by the Division

## **Exhibit A**

### **District Amendments to General Records Schedules established by the Division**

#### **ADVERTISEMENTS: LEGAL (Item #25)**

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **AUDITS: INDEPENDENT (Item #56)**

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: DETAIL (Item #340)**

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: SUMMARY (Item #341)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **INCIDENT REPORT FILES (Item #241)**

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

#### **MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)**

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

#### **PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)**

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)**

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

#### **REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)**

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

## **OPTION 2**

## **RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason.



Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the District's development of electronic record keeping systems.
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

**SECTION 4.** In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

**SECTION 5.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of May 2023.

ATTEST:

**MADEIRA COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Composite Exhibit A:** General Records Schedules, GS1-SL and GS3

**Composite Exhibit A**

**General Records Schedules Established by the Division (GS1-SL and GS3)**

*[attach, if Option 2 adopted]*

## **Tab 11**



## RESOLUTION 2023-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Madeira Community Development District ("**District**") prior to June 15, 2023, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 23, 2023

HOUR: 2:00 p.m.

LOCATION: Holiday Inn Express  
2300 State Road 16  
St. Augustine, FL 32084

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of St. Augustine and St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF MAY, 2023.**

ATTEST:

**MADEIRA COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

# Exhibit A



Rizzetta & Company

# Madeira Community Development District

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

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**Proposed Budget for  
Fiscal Year 2023-2024**



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**Proposed Budget**  
**Madeira Community Development District**  
**General Fund**  
**Fiscal Year 2023/2024**

1

	Chart of Accounts Classification	Actual YTD through 04/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ 126,910	\$ 131,495	\$ 131,495	\$ -	\$ 293,848	\$ 162,353	To Be Updated Prior To Public Hearing
6	Off Roll*	\$ 37,057	\$ 261,947	\$ 261,947	\$ -	\$ 330,850	\$ 68,903	To Be Updated Prior To Public Hearing
7								
8	<b>TOTAL REVENUES</b>	<b>\$ 163,967</b>	<b>\$ 393,442</b>	<b>\$ 393,442</b>	<b>\$ -</b>	<b>\$ 624,698</b>	<b>\$ 231,256</b>	
9	<b>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</b>							
10								
11								
12	<b>EXPENDITURES - ADMINISTRATIVE</b>							
13								
14	Legislative							
15	Supervisor Fees	\$ 600	\$ 2,600	\$ 4,000	\$ 1,400	\$ 4,000	\$ -	Based on 4 Meetings
16	Financial & Administrative							
17	Administrative Services	\$ 3,012	\$ 5,163	\$ 5,163	\$ -	\$ 5,421	\$ 258	
18	District Management	\$ 13,262	\$ 22,735	\$ 22,735	\$ -	\$ 23,872	\$ 1,137	
19	District Engineer	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ -	
20	Disclosure Report	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	
21	Trustees Fees	\$ -	\$ 7,500	\$ 7,500	\$ -	\$ 7,500	\$ -	
22	Assessment Roll	\$ 5,737	\$ 5,737	\$ 5,737	\$ -	\$ 6,024	\$ 287	
23	Financial & Revenue Collections	\$ 3,346	\$ 5,737	\$ 5,737	\$ -	\$ 6,024	\$ 287	
24	Accounting Services	\$ 11,473	\$ 19,667	\$ 19,667	\$ -	\$ 20,651	\$ 984	
25	Auditing Services	\$ -	\$ 3,975	\$ 3,975	\$ -	\$ 3,975		Reflects BTEG&F agreement.
26	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
27	Public Officials Liability Insurance	\$ 3,038	\$ 3,038	\$ 3,391	\$ 353	\$ 3,391	\$ -	Reflects EGIS Insurance Advisor estimate.
28	Legal Advertising	\$ 200	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -	
29	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Reflects Department of Economics annual fee.
30	Miscellaneous Fees	\$ 554	\$ 2,250	\$ 500	\$ (1,750)	\$ 2,250	\$ 1,750	FY 22/23 projected to be overbudget. FY 23/24 reflects meeting room fees, amortization schedule & Mailed Notice.
31	Website Hosting, Maintenance, Backup	\$ 2,237	\$ 2,787	\$ 3,500	\$ 713	\$ 2,800	\$ (700)	
32	Legal Counsel							
33	District Counsel	\$ 6,592	\$ 17,500	\$ 17,500	\$ -	\$ 17,500	\$ -	
34								
35	<b>Administrative Subtotal</b>	<b>\$ 53,226</b>	<b>\$ 105,864</b>	<b>\$ 106,580</b>	<b>\$ 716</b>	<b>\$ 110,583</b>	<b>\$ 4,003</b>	
36								
37	<b>EXPENDITURES - FIELD OPERATIONS</b>							
38								
39	Security Operations							
40	Guard & Gate Facility Maintenance & Repairs	\$ 1,276	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	Reflects Repairs to Gate, Light Replacement on North Side, Gate Preventative Maintenance Agreement, A/C Preventative Maintenance Agreement, Termite Bond and Semi Annual Cleaning
41	Guard & Gate Security Cameras/Access Monitoring	\$ 17,009	\$ 34,000	\$ 34,000	\$ -	\$ 34,000	\$ -	Reflects 12 Hours of Security Monitoring Services at Gate and Internet Service.
42	Electric Utility Services							
43	Utility Services	\$ 1,948	\$ 3,339	\$ 3,500	\$ 161	\$ 4,500	\$ 1,000	Reflects Florida Power and Lights electrical expenses. FY 23/24 reflects potential COLA and future conveyances..
44	Street Lights	\$ 9,461	\$ 16,219	\$ 25,000	\$ 8,781	\$ 25,000	\$ -	Reflects Florida Power and Lights street light expenses. FY 21/22 District paid \$17,218. FY 22/23 FPL increased rates. FY 23/24 anticipates additional streetlights to be added.
45	Water-Sewer Combination Services							
46	Utility Services	\$ 991	\$ 1,699	\$ 7,500	\$ 5,801	\$ 5,000	\$ (2,500)	Reflects City of St. Augustine water expenses.
47	Stormwater Control							
48	Aquatic Maintenance	\$ 10,003	\$ 18,932	\$ 18,932	\$ -	\$ 15,000	\$ (3,932)	FY 22/23 reflects Charles Aquatics estimate and collection of debris. FY 23/24 reflects current agreement with additional ponds to be added. New line item, #49 to reflect collection of debris & fish restocking.
49	Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500	FY 23/24 new line item to reflect collection of debris & potential fish restocking.
50	Other Physical Environment							
51	General Liability & Property Insurance	\$ 7,134	\$ 7,134	\$ 7,564	\$ 430	\$ 9,365	\$ 1,801	Reflects EGIS Insurance Advisor estimate.
52	Landscape & Irrigation Maintenance Contract	\$ 54,833	\$ 93,998	\$ 113,316	\$ 19,318	\$ 150,750	\$ 37,434	FY 23/24 reflects current agreement, plus conveyance of Phase 2A Unit 2 (\$35,000), quarterly annual installation (\$7,250), pine straw (\$7,000) and annual mulch installation (\$7,500).
53	Landscape Replacement Plants, Shrubs, Trees	\$ 7,003	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -	
54	Landscape Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	FY 23/24 new line item.
55	Specialty Palm Tree Trimming	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000	FY 23/24 new line item and reflects estimate provided by Yellowstone.
56	Miscellaneous Expense	\$ 14,717	\$ 17,500	\$ 7,500	\$ (10,000)	\$ 12,500	\$ 5,000	FY 22/23 Includes Tesoro Park tree work: \$2,765; additional tree work: \$1,518; irrigation repair: \$3,643; holiday decorations: \$2,765; dog waste stations agreement: \$5,346; Annual PM on Wells agreement: \$680
57	Road & Street Facilities							
58	Entry & Walls Maintenance & Repairs	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	Includes pressure washing of entrance.

Proposed Budget  
Madeira Community Development District  
General Fund  
Fiscal Year 2023/2024

2

	Chart of Accounts Classification	Actual YTD through 04/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
59	Ornamental Lighting & Maintenance	\$ 655	\$ 6,500	\$ 8,000	\$ 1,500	\$ 8,000	\$ -	FY 22/23 projection includes light fixture replacement.
60	Parks & Recreation							
61	Arbor & Fence Maintenance & Repairs	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 5,000	\$ 4,000	FY 23/24 to include Tesoro Park maintenance items.
62	Special Events							
63	Holiday Decorations	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	FY 23/24 to potentially included the installation of permanent holiday lighting at entry tower and guard house.
64	Contingency							
65	Miscellaneous Contingency	\$ 20,649	\$ 75,000	\$ 34,550	\$ (40,450)	\$ 125,000	\$ 90,450	FY 22/23 includes pond liner repair: \$6,500; park bench repair \$3,650; storm drain repair \$21,000; catch basin vacuuming \$4,447; pavement condition analysis \$7,500; and report & potential pergola replacement. FY 23/24 to include potential roadway repair.
66	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	street lighting, gate enhancement and pond aeration.
67								
68	Field Operations Subtotal	\$ 145,679	\$ 300,321	\$ 286,862	\$ (13,459)	\$ 514,115	\$ 227,253	
69								
70								
71	TOTAL EXPENDITURES	\$ 198,905	\$ 406,185	\$ 393,442	\$ (12,743)	\$ 624,698	\$ 231,256	
72								
73	EXCESS OF REVENUES OVER EXPENDITURES	\$ (34,938)	\$ (12,743)	\$ -	\$ (12,743)	\$ -	\$ -	

Proposed Budget  
Madeira Community Development District  
Reserve Fund  
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 04/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ 28,938	\$ 28,938	\$ 28,938	\$ -	\$ 33,826	\$ 4,888	
6	Off Roll*	\$ 56,174	\$ 56,174	\$ 56,174	\$ -	\$ 56,174	\$ -	
7								
8	<b>TOTAL REVENUES</b>	<b>\$ 85,112</b>	<b>\$ 85,112</b>	<b>\$ 85,112</b>	<b>\$ -</b>	<b>\$ 90,000</b>	<b>\$ 4,888</b>	
9								
10	<b>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</b>							
11								
12	<b>EXPENDITURES</b>							
13								
14	Contingency							
15	Capital Reserves	\$ -	\$ -	\$ 85,112	\$ 85,112	\$ 90,000	\$ 4,888	FY 23/24 Reserve Study Recommended Funding Plan.
16								
17	<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 85,112</b>	<b>\$ 85,112</b>	<b>\$ 90,000</b>	<b>\$ 4,888</b>	
18								
19	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 85,112</b>	<b>\$ 85,112</b>	<b>\$ -</b>	<b>\$ 85,112</b>	<b>\$ -</b>	<b>\$ -</b>	
20								

**MADEIRA COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE**  
**Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2007A	Budget for 2023/2024
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$486,791.54	\$486,791.54
<b>TOTAL REVENUES</b>	<b>\$486,791.54</b>	<b>\$486,791.54</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Debt Service Obligation	\$486,791.54	\$486,791.54
<b>Administrative Subtotal</b>	<b>\$486,791.54</b>	<b>\$486,791.54</b>
<b>TOTAL EXPENDITURES</b>	<b>\$486,791.54</b>	<b>\$486,791.54</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

6.0%

**Gross assessments**

**\$517,863.34**

**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.

<sup>(1)</sup> Amounts reduced to reflect acceleration of certain assessments.



MADEIRA COMMUNITY DEVELOPMENT DISTRICTFISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$714,698.00
Collection Cost @ 2%	2%	\$15,206.34
Early Payment Discount @ 4%	4%	\$30,412.68
2023/2024 Total		<u>\$760,317.02</u>

2022/2023 O&M Budget	\$478,554.00
2023/2024 O&M Budget	\$714,698.00
Total Difference	<u>\$236,144.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
<b><u>PLATTED</u></b>				
Debt Service - SF 50'	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$422.77	\$631.39	\$208.62	49.35%
<b>Total</b>	<b>\$1,888.09</b>	<b>\$2,096.71</b>	<b>\$208.62</b>	<b>11.05%</b>
Debt Service - SF 50'	\$1,531.48	\$1,531.48	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$422.77	\$631.39	\$208.62	49.35%
<b>Total</b>	<b>\$1,954.25</b>	<b>\$2,162.87</b>	<b>\$208.62</b>	<b>10.68%</b>
Debt Service - SF 55'	\$1,665.96	\$1,665.96	\$0.00	0.00%
Operations/Maintenance - SF 55'	\$465.05	\$694.53	\$229.48	49.35%
<b>Total</b>	<b>\$2,131.01</b>	<b>\$2,360.49</b>	<b>\$229.48</b>	<b>10.77%</b>
Debt Service - SF 65'	\$1,805.32	\$1,805.32	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$549.60	\$820.80	\$271.20	49.34%
<b>Total</b>	<b>\$2,354.92</b>	<b>\$2,626.12</b>	<b>\$271.20</b>	<b>11.52%</b>
Debt Service - SF 65' - Partial	\$971.12	\$971.12	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$549.60	\$820.80	\$271.20	49.34%
<b>Total</b>	<b>\$1,520.72</b>	<b>\$1,791.92</b>	<b>\$271.20</b>	<b>17.83%</b>
Debt Service - SF 65' (Ph 1C Unit 1)	\$1,990.92	\$1,990.92	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$549.60	\$820.80	\$271.20	49.34%
<b>Total</b>	<b>\$2,540.52</b>	<b>\$2,811.72</b>	<b>\$271.20</b>	<b>10.67%</b>
Debt Service - SF 70' (PH 1C Unit 1)	\$2,144.07	\$2,144.07	\$0.00	0.00%
Operations/Maintenance - SF 70' (Ph 1C Unit 1)	\$591.88	\$883.94	\$292.06	49.34%
<b>Total</b>	<b>\$2,735.95</b>	<b>\$3,028.01</b>	<b>\$292.06</b>	<b>10.67%</b>
Debt Service - SF 75'	\$1,943.62	\$1,943.62	\$0.00	0.00%
Operations/Maintenance - SF 75'	\$634.16	\$947.08	\$312.92	49.34%
<b>Total</b>	<b>\$2,577.78</b>	<b>\$2,890.70</b>	<b>\$312.92</b>	<b>12.14%</b>
Debt Service - SF 75' (PH 1C Unit 1)	\$2,297.22	\$2,297.22	\$0.00	0.00%
Operations/Maintenance - SF 75' (Ph 1C Unit 1)	\$634.16	\$947.08	\$312.92	49.34%
<b>Total</b>	<b>\$2,931.38</b>	<b>\$3,244.30</b>	<b>\$312.92</b>	<b>10.67%</b>
Debt Service - SF 75' (PH 1C Unit 2)	\$2,297.22	\$2,297.22	\$0.00	0.00%
Operations/Maintenance - SF 75' (Ph 1C Unit 2)	\$634.16	\$947.08	\$312.92	49.34%
<b>Total</b>	<b>\$2,931.38</b>	<b>\$3,244.30</b>	<b>\$312.92</b>	<b>10.67%</b>
Debt Service - SF 85'	\$2,082.98	\$2,082.98	\$0.00	0.00%
Operations/Maintenance - SF 85'	\$718.71	\$1,073.36	\$354.65	49.35%
<b>Total</b>	<b>\$2,801.69</b>	<b>\$3,156.34</b>	<b>\$354.65</b>	<b>12.66%</b>
Debt Service - SF 80' (Ph 1C Unit 1)	\$2,450.37	\$2,450.37	\$0.00	0.00%
Operations/Maintenance - SF 80' (Ph 1C Unit 1)	\$676.43	\$1,010.22	\$333.79	49.35%
<b>Total</b>	<b>\$3,126.80</b>	<b>\$3,460.59</b>	<b>\$333.79</b>	<b>10.68%</b>
<b><u>UNPLATTED</u></b>				
Debt Service - Single Family 50' (Phase 2A Unit 2)	\$1,531.48	\$1,531.48	\$0.00	0.00%

Operations/Maintenance - Single Family 50' (Phase 2A Unit 2)	\$422.77	\$631.39	\$208.62	49.35%
<b>Total</b>	<b>\$1,954.25</b>	<b>\$2,162.87</b>	<b>\$208.62</b>	<b>10.68%</b>
Debt Service - SF 65' (Phase 2C Unit 1)	\$1,990.92	\$1,990.92	\$0.00	0.00%
Operations/Maintenance - SF 65' (Phase 2C Unit 1)	\$549.60	\$820.80	\$271.20	49.34%
<b>Total</b>	<b>\$2,540.52</b>	<b>\$2,811.72</b>	<b>\$271.20</b>	<b>10.67%</b>
Debt Service - SF 70' (Phase 2C Unit 1)	\$2,144.07	\$2,144.07	\$0.00	0.00%
Operations/Maintenance - SF 70' (Phase 2C Unit 1)	\$591.88	\$883.94	\$292.06	49.34%
<b>Total</b>	<b>\$2,735.95</b>	<b>\$3,028.01</b>	<b>\$292.06</b>	<b>10.67%</b>
Debt Service - SF 80' (Phase 2C Unit 1)	\$2,450.37	\$2,450.37	\$0.00	0.00%
Operations/Maintenance - SF 80' (Phase 2C Unit 1)	\$676.43	\$1,010.22	\$333.79	49.35%
<b>Total</b>	<b>\$3,126.80</b>	<b>\$3,460.59</b>	<b>\$333.79</b>	<b>10.68%</b>
Debt Service - SF 75' (Phase 2C Unit 2)	\$2,297.22	\$2,297.22	\$0.00	0.00%
Operations/Maintenance - SF 75' (Phase 2C Unit 2)	\$634.16	\$947.08	\$312.92	49.34%
<b>Total</b>	<b>\$2,931.38</b>	<b>\$3,244.30</b>	<b>\$312.92</b>	<b>10.67%</b>
Debt Service - SF 75' (Phase 3)	\$2,297.22	\$2,297.22	\$0.00	0.00%
Operations/Maintenance - SF 75' (Phase 3)	\$634.16	\$947.08	\$312.92	49.34%
<b>Total</b>	<b>\$2,931.38</b>	<b>\$3,244.30</b>	<b>\$312.92</b>	<b>10.67%</b>
Debt Service - SF 80' (Phase 3)	\$2,450.37	\$2,450.37	\$0.00	0.00%
Operations/Maintenance - SF 80' (Phase 3)	\$676.43	\$1,010.22	\$333.79	49.35%
<b>Total</b>	<b>\$3,126.80</b>	<b>\$3,460.59</b>	<b>\$333.79</b>	<b>10.68%</b>
Debt Service - Attached (Phase 2A Unit 3)	\$1,531.48	\$1,531.48	\$0.00	0.00%
Operations/Maintenance - Attached (Phase 2A Unit 3)	\$422.77	\$631.39	\$208.62	49.35%
<b>Total</b>	<b>\$1,954.25</b>	<b>\$2,162.87</b>	<b>\$208.62</b>	<b>10.68%</b>
Debt Service - Commercial	\$154.58	\$154.58	\$0.00	0.00%
Operations/Maintenance - Commercial	\$634.16	\$947.08	\$312.92	49.34%
<b>Total</b>	<b>\$788.74</b>	<b>\$1,101.66</b>	<b>\$312.92</b>	<b>39.67%</b>

**MADEIRA COMMUNITY DEVELOPMENT DISTRICT**

7

**FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$714,698.00
COLLECTION COSTS @	2.0%	\$15,206.34
EARLY PAYMENT DISCOUNT @	4.0%	\$30,412.68
TOTAL O&M ASSESSMENT		<u>\$760,317.02</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
	O&M	SERIES 2007A DEBT SERVICE <sup>(1) (2)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	DEBT SERVICE <sup>(3) (5)</sup>	TOTAL <sup>(4)</sup>
<b>Platted Parcels</b>									
Single Family 50'	61	61	0.50	30.50	5.07%	\$38,514.65	\$631.39	\$1,465.32	\$2,096.71
Single Family 50'	13	13	0.50	6.50	1.08%	\$8,208.04	\$631.39	\$1,531.48	\$2,162.87
Single Family 55'	71	58	0.55	39.05	6.49%	\$49,311.38	\$694.53	\$1,665.96	\$2,360.49
Single Family 65'	82	49	0.65	53.30	8.85%	\$67,305.92	\$820.80	\$1,805.32	\$2,626.12
Single Family 65' (Partial)	1	1	0.65	0.65	0.11%	\$820.80	\$820.80	\$971.12	\$1,791.92
Single Family 65' (Ph 1C Unit 1)	6	6	0.65	3.90	0.65%	\$4,924.82	\$820.80	\$1,990.92	\$2,811.72
Single Family 70' (Ph 1C Unit 1)	18	18	0.70	12.60	2.09%	\$15,910.97	\$883.94	\$2,144.07	\$3,028.01
Single Family 75'	74	46	0.75	55.50	9.22%	\$70,084.03	\$947.08	\$1,943.62	\$2,890.70
Single Family 75' (Ph 1C Unit 1)	21	21	0.75	15.75	2.62%	\$19,888.71	\$947.08	\$2,297.22	\$3,244.30
Single Family 75' (Ph 1C Unit 2)	39	39	0.75	29.25	4.86%	\$36,936.18	\$947.08	\$2,297.22	\$3,244.30
Single Family 85'	21	10	0.85	17.85	2.96%	\$22,540.54	\$1,073.36	\$2,082.98	\$3,156.34
Single Family 80' (Ph 1C Unit 1)	14	14	0.80	11.20	1.86%	\$14,143.08	\$1,010.22	\$2,450.37	\$3,460.59
<b>Total Platted</b>	<b>421</b>	<b>336</b>		<b>276.05</b>	<b>45.85%</b>	<b>\$348,589.13</b>			
<b>Unplatted Lands      Planned Units</b>									
Single Family 50' (Phase 2A Unit 2)	57	57	0.50	28.50	4.73%	\$35,989.10	\$631.39	\$1,531.48	\$2,162.87
Single Family 65' (Phase 2C Unit 1)	5	5	0.65	3.25	0.54%	\$4,104.02	\$820.80	\$1,990.92	\$2,811.72
Single Family 70' (Phase 2C Unit 1)	12	12	0.70	8.40	1.40%	\$10,607.31	\$883.94	\$2,144.07	\$3,028.01
Single Family 80' (Phase 2C Unit 1)	21	21	0.80	16.80	2.79%	\$21,214.63	\$1,010.22	\$2,450.37	\$3,460.59
Single Family 75' (Phase 2C Unit 2)	35	35	0.75	26.25	4.36%	\$33,147.85	\$947.08	\$2,297.22	\$3,244.30
Single Family 75' (Phase 3)	9	9	0.75	6.75	1.12%	\$8,523.73	\$947.08	\$2,297.22	\$3,244.30
Single Family 80' (Phase 3)	47	47	0.80	37.60	6.24%	\$47,480.35	\$1,010.22	\$2,450.37	\$3,460.59
Attached (Phase 2A Unit 3)	142	142	0.50	71.00	11.79%	\$89,657.05	\$631.39	\$1,531.48	\$2,162.87
Commercial	170	170	0.75	127.50	21.18%	\$161,003.85	\$947.08	\$154.58	\$1,101.66
<b>Total Unplatted</b>	<b>498</b>	<b>498</b>		<b>326.05</b>	<b>54.15%</b>	<b>\$411,727.89</b>			
<b>Total Community</b>	<b>919</b>	<b>834</b>		<b>602.10</b>	<b>100.00%</b>	<b>\$760,317.02</b>			

LESS: St. Johns County Collection Costs (2%) and Early Payment Discount Costs (4%)

(\$45,619.02)

**Net Revenue to be Collected**

**\$714,698.00**

<sup>(1)</sup> Reflects eighty-three (83) payoffs. Additionally, three (3) lots have prepaid their assessments.

<sup>(2)</sup> Reflects the number of total lots with Series 2007A debt outstanding.

<sup>(3)</sup> 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.

<sup>(4)</sup> Annual assessment that will appear on November 2023 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.

<sup>(5)</sup> Some amounts are subject to acceleration of debt service assessments.

<sup>(6)</sup> Subsequent to the reallocation of Series 2007A debt in 2022, the developer owned property has higher assessment levels than the residential properties in phases 1A, 1B, and a portion of 2A. The debt assessments for lots owned by residents at the time of reallocation were not impacted.

## 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 service 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 prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent 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. The Collection Agent also maintains and updates the District's lien book(s) annually and 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.



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**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.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.



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**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**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.



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**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.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.



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**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**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.



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## 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.



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## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

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

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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## **Tab 12**

**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 **February 22, 2023, at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. The following was the agenda for the meeting:

Present and constituting a quorum:

William Lanius	<b>Board Supervisor, Chairman</b>
Thomas Barton	<b>Board Supervisor, Vice Chairman</b>
Orville Dothage	<b>Board Supervisor, Assistant Secretary</b>
Brian Riddle	<b>Board Supervisor, Assistant Secretary</b>
Jose Riera	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Carol Brown	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Doug Maier	<b>VP, Arendale Holdings</b>
Wes Haber	<b>District Counsel, Kutak Rock, LLP (speaker phone)</b>
Rob Matthews	<b>DE, Matthews Design Group (speaker phone)</b>
Drew Baltz	<b>Sr. Account Manager, Yellowstone Landscape</b>
John Distler	<b>Development Manager, Yellowstone Landscape</b>
Bill Schaefer	<b>Dominion Engineering Group, Inc.</b>

Audience members present.

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

Ms. Brown 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 provided comments on capitalization error on meeting minutes, fish kill, arbitrage agreement, road repairs, Yellowstone Landscape, roundabouts and supervisor biographies.

**THIRD ORDER OF BUSINESS**

**Oath of Office**

Ms. Brown informed the Board that both newly elected supervisors, Brian Riddle and Jose Riera, took their Oath of Office prior to the meeting and welcomed the new supervisors.

Mr. Haber reviewed the Florida Sunshine Law, Public Records, Code of Ethics, conflict of interest and roles of Supervisors. He welcomed questions and answered questions from supervisors.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02,  
Redesignating Officers**

Ms. Brown presented Resolution 2023-02 and advised the Board that this was an opportunity for them to discuss offices held. Discussion ensued. The Board selected Mr. Lanius as Chairman; Mr. Barton as Vice Chairman; Mr. Dothage, Mr. Riddle, Mr. Riera, Ms. Brown and Ms. Gallagher as Assistant Secretaries, Mr. Schleifer as Secretary, Mr. Brizendine as Treasurer and Mr. Wildermuth as Assistant Secretary.

On a motion by Mr. Dothage, seconded by Mr. Barton, with all in favor, the Board adopted Resolution 2023-02, redesignating officers, for Madeira Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors' Meeting held  
October 26, 2022**

The Board directed the Staff to amend the meeting minutes and capitalize "E" on the word "exhibit," found on page 2, line 58.

On a motion by Mr. Lanius, seconded by Mr. Dothage, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held October 26, 2022, as amended, for Madeira Community Development District.

**SIXTH ORDER OF BUSINESS****Ratification of the Operations & Maintenance Expenditures for July 2022, August 2022, September 2022, October 2022, November 2022 & December 2022**

On a motion by Mr. Barton, seconded by Mr. Dothage, with all in favor, the Board ratified the Operations & Maintenance Expenditures for July 2022, in the amount of \$56,139.24, August 2022, in the amount of \$32,352.32, September 2022, in the amount of \$37,166.94, October 2022, in the amount of \$22,442.28, November 2022, in the amount of \$37,086.05 and December 2022, in the amount of \$20,682.36, for Madeira Community Development District.

**SEVENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

Mr. Haber updated the Board that the legislation session is about to begin. There are two potential bills he and his firm are monitoring that could potentially impact Districts and Board Supervisors. The first is regarding ethics training and the second is in regard to sovereign immunity and dollar limits on liability claims.

**B. District Engineer****1.) Consideration of Updated Contract Terms, Conditions and Rates for Matthews Design Group**

Mr. Matthews was available to answer questions from the Board. The updated contract terms, conditions and rates were presented.

Mr. Barton asked what the percentage rate increase was, and Mr. Matthews stated 8%. Discussion ensued.

On a motion by Mr. Lanius, seconded by Mr. Barton, with all in favor, the Board approved the updated contract terms, conditions and rates for Matthews Design Group, for Madeira Community Development District.

Mr. Matthews was excused by the Board at 2:35 p.m.

**C. Landscape Manager****1.) Landscape Manager Report, dated February 2023**

Mr. Baltz reviewed the Yellowstone Landscape report found under Tab 6. He confirmed phase II of the pergola enhancement will be completed in March.



Mr. Riddle asked why annuals have not been installed at entrance, broken landscape lights, spot ant treatments and sod.

The Board requested the Staff to provide seeding options and to investigate irrigation zone timing concerns.

Mr. Riera commented about how to improve sod, seeding/germinating. Discussion ensued.

The Board moved to Agenda item 5A.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of the Yellowstone Landscaping Proposal(s)**

#### **1.) Specialty Palm Tree Trimming**

Mr. Baltz reviewed revised specialty palm tree trimming, (Exhibit A).

On a motion by Mr. Lanius, seconded by Mr. Dothage, with all in favor, the Board approved the Yellowstone Landscaping's proposal for specialty palm tree trimming, (Exhibit A), in the amount of \$850.00, for Madeira Community Development District.

#### **2.) Circular Planting Bed Renovation Proposal**

An audience member expressed concerns with planting oleander.

The Board directed Staff to seek alternative plants to oleander and the Board authorized Mr. Dothage to work with Staff in a revised proposal.

On a motion by Mr. Lanius, seconded by Mr. Riera, with all in favor, the Board approved the Yellowstone Landscaping's circular planting bed renovation proposal with a not to exceed amount of \$2,160.00 and authorized Mr. Dothage to work with the Staff in plant choice, that does not include oleanders, for Madeira Community Development District.

#### **3.) Spring Annual Installation**

On a motion by Mr. Barton, seconded by Mr. Dothage, with all in favor, the Board approved Yellowstone Landscaping's spring annual installation proposal, with a not to exceed amount of \$1,549.80, and is to include annuals at entrance, for Madeira Community Development District.

The Board moved to Agenda item 4D.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**D. District Manager**

1.) Charles Aquatics Service Report, dated February 9, 2023

Ms. Brown reviewed her report, (Exhibit B), and presented a letter from Charles Aquatics on the recent fish kills that had occurred in the ponds, (Exhibit C). The vendor informed the District these dead fish are Tilapia. They are not permitted to be stocked in Northeast Florida as they cannot survive in brackish water. Discussion ensued.

The Board directed the Staff to explore holiday lighting/decoration enhancements and to include proposals for permanent lights to be installed.

At 3:04 p.m. Yellowstone staff was excused from the meeting.

The Board moved to Agenda item 5B.

**TENTH ORDER OF BUSINESS**

**Acceptance of the Universal  
Engineering Sciences Pavement  
Evaluation**

Mr. Schaeffer provided a brief overview of the Universal Engineering Sciences Pavement Evaluation. He explained that the overall preliminary recommendations and items for repair are found in the report. Discussion ensued.

On a motion by Mr. Barton, seconded by Mr. Lanius, with all in favor, the Board accepted the Universal Engineering Sciences Pavement Evaluation, for Madeira Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of the Dominion  
Engineering Group Pavement  
Condition Analysis Proposal**

Mr. Schaeffer reviewed the proposal and stated that this proposal would provide a plan of action for pavement repairs.

On a motion by Lanius, seconded by Mr. Barton, with all in favor, the Board approved the Dominion Engineering Group Pavement Condition Analysis proposal, for Madeira Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Ratification of the Greenway Lawn &  
Landscape Pine Tree Removal  
Proposal**

Ms. Brown reminded the Board that at their last meeting the Board had conditionally

approved the removal of two potential dead pine trees, with a not to exceed amount of \$4,798.00. Ms. Brown contacted several vendors and arborists, and it was confirmed that there was 1 dead pine tree is Tesoro Park. The Chairman approved proposal from Greenway Lawn and Landscape.

She also advised that one vendor recommended the removal of three oak trees. No further direction was given by the Board.

On a motion by Mr. Lanius, seconded by Mr. Barton, with all in favor, the Board ratified the Greenway Lawn & Landscape Pine Tree Removal Proposal, in the amount of \$2,798.00, for Madeira Community Development District.

### THIRTEENTH ORDER OF BUSINESS

#### Ratification of the Jax Utilities Management Portada Drive Repair Proposal

Ms. Brown informed the Board that the District was notified of sinking driveway pavers at 297 Portada Drive and cracked curbing at 294 Portada Drive. The Chairman met with District Counsel and herself because of the time sensitivity of the issue and the Chairman approved the JUM proposal to repair the stormdrain.

On a motion by Mr. Riera, seconded by Mr. Dothage, with all in favor, the Board ratified the Jax Utilities Management Portada Drive repair proposal with a not to exceed amount of \$30,000, for Madeira Community Development District.

Ms. Brown informed the Board that a resident contacted the District regarding potential sunken roadway issue near 152 Portada Drive.

Mr. Lanius shared with the Board that this type of repair is challenging because of the electrical, cable and structural underlayment. Discussion ensued.

The Board directed the Staff to have JUM investigate concern near 152 Portada Drive and provide assessment proposal.

On a motion by Mr. Barton, seconded by Mr. Lanius, with all in favor, the Board approved, if determined by contractor, JUM, to repair sunken roadway near 152 Portada Drive, with a not to exceed amount of \$30,000, for Madeira Community Development District.

The Board moved to Agenda item 5G.

**FOURTEENTH ORDER OF BUSINESS****Consideration of Termite Re-Treatment Proposal**

On a motion by Mr. Lanius, seconded by Mr. Dothage, with all in favor, the Board approved the B&B Exterminating proposal in the amount of \$547.20 to re-treat 38 Maralinda Drive Guardhouse and Entry Tower, with annual renewal amount of \$153.00, for Madeira Community Development District.

The Board moved to Agenda item 5F.

**FIFTEENTH ORDER OF BUSINESS****Consideration of Smith Electrical Light Proposal(s)**

1.) 17 Landscape Light Fixtures

The Board tabled the Smith Electric replacement of 17 landscape light fixtures and directed the Staff to obtain additional proposals to include LED lights with holiday lighting options.

2.) Decorative Light Fixture

On a motion by Mr. Barton, seconded by Mr. Dothage, on a 4-1 vote, opposed by Mr. Riera, the Board approved the Smith Electrical proposal for decorative light fixture, in the amount of \$4,688.27, for Madeira Community Development District.

The Board moved to Agenda item 5H.

**SIXTEENTH ORDER OF BUSINESS****Consideration of LLS Tax Solutions Inc. Arbitrage Engagement Letter**

Ms. Brown presented the LLS Tax Solutions Arbitrage Engagement Letter for Bond Series 2007A & 2007B. She informed the Board that the District is required to calculate the interest earned from bond proceeds each year and rebate analysis is required to verify the District has not received earnings higher than the yield of the bonds.

On a motion by Mr. Dothage, seconded by Mr. Barton, with all in favor, the Board approved LLS Tax Solutions Inc. Arbitrage Engagement Letter for Bond Series 2007A & 2007B, 4/30/23 – 4/30/25 with an annual amount of \$500, for Madeira Community Development District.

**SEVENTEENTH ORDER OF BUSINESS****Audience Comments and Supervisor Requests****SUPERVISORS**

Mr. Riddle reviewed items of concern. He commented on a recently installed HOA sign and

other installed signs throughout the District, (Exhibit D).

Mr. Lanius advised that the HOA sign was part of the design plan and the developer, Mr. Maier commented the developer is reviewing cohesiveness of signs and referred to marketing contract.

Mr. Riddle commented on the appearance of the entry gate and is exploring to replace it. Mr. Riera suggested replacing it with a lighted bar instead. Discussion ensued.

The Board directed the Staff to obtain proposals for both, wrought iron gate replacement and lighted bar.

Mr. Dothage read a text message from a resident concerned with tagged oak trees, bird habitat, environmental impact study and endangered birds. Discussion ensued.

Mr. Haber advised that the developer would be dictated to obtain permits and he was not aware of this being a CDD obligation.

The Board directed the Staff to explore environmental impact and provide update at the next meeting.

### **AUDIENCE COMMENTS**

Audience comments included request to install additional street lighting, construction and waste trucks driving on roadway, virtual gate attendant, kayak launch, DOT, parks, construction entrance, street sweeping, gate aesthetics, fish kill, aeration of ponds, fountains, directional street signs, pavers, committees, debris in roadway and pods, phase 2 maintenance, communication and newsletter.

The Board directed the Staff to obtain costs to install additional street lighting, street sweeping, aeration options of ponds.

### **EIGHTEENTH ORDER OF BUSINESS**

### **Adjournment**

<p>On a motion by Mr. Lanius, seconded by Mr. Dothage, with all in favor, the Board adjourned the meeting at 4:39 p.m., for Madeira Community Development District.</p>
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# Exhibit A



Proposal #278298

Date: 02/22/2023

From: Kyle Kubik

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

Specialty Palm Tree Trimming Services

Terms: Net 30

DESCRIPTION	AMOUNT
Medjool Palm Tree Trimming	\$850.00

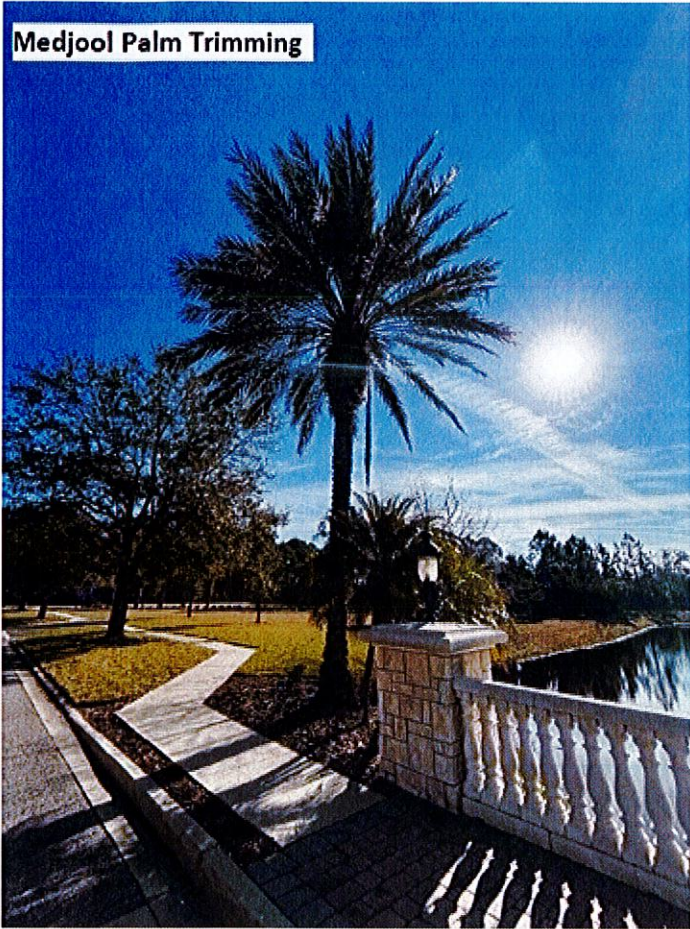
Trimming of Twenty-Eight (28) Specialty Medjool Palm Trees, Located at Entrance & New Phase of Community. Remove Dead Palm Fronds and Seed Pods Only, and No Removal of Boots Included. Palms to be Trimmed at 10 and 2, Per Current Industry & ANSI Z300 Standards. Dispose of All Debris.

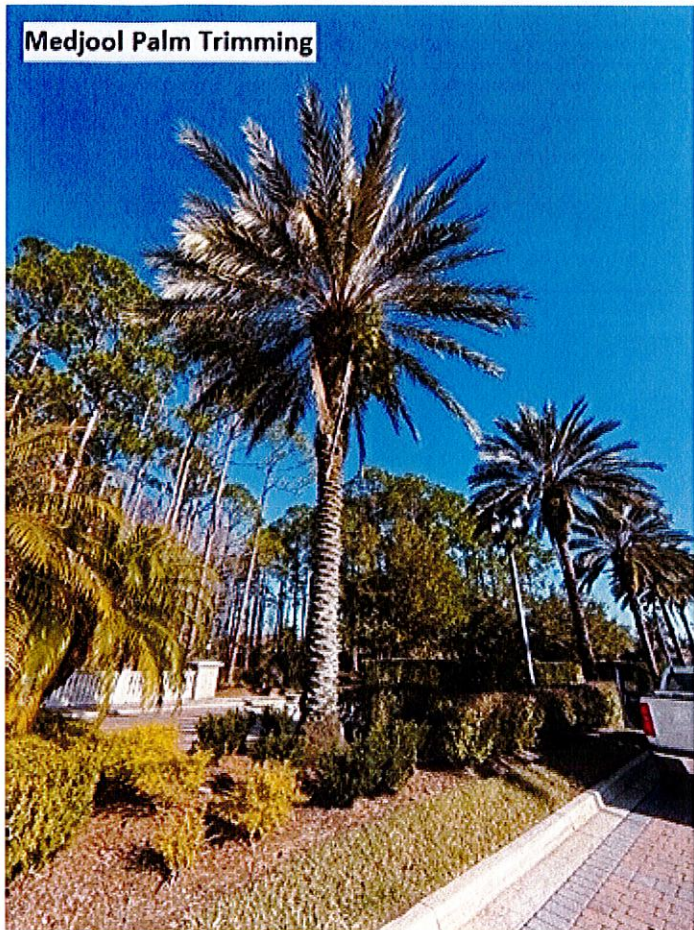
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Client Notes

Trimming of Ten (10) Specialty Medjool Palm Trees as Listed Above, Located at Entrance. Collect and Dispose of All Resulting Debris Off Site Upon Completion of Trimming Services. Tree Work to be Executed in a Timely Manner, and Per Current Industry & ANSI Z300 Standard Practices. All Labor, Equipment, and Disposal Fees are Included.

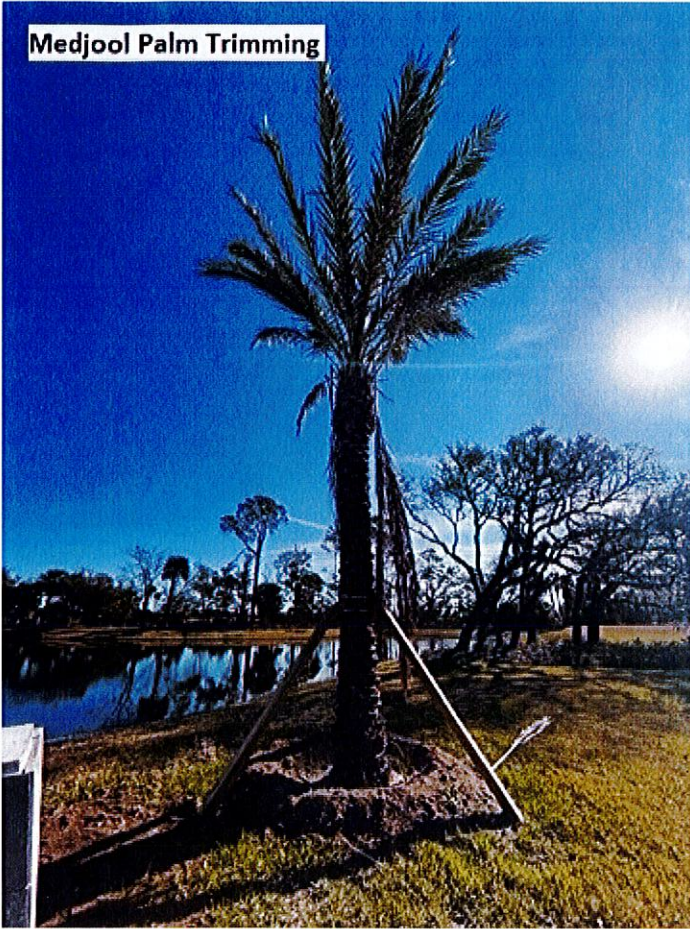
**Medjool Palm Trimming**







### Medjool Palm Trimming



Signature

x

SUBTOTAL	\$850.00
SALES TAX	\$0.00
<b>TOTAL</b>	<b>\$850.00</b>

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

Kyle Kubik

Office:

kkubik@yellowstonelandscape.com

# **Exhibit B**



Rizzetta & Company

### UPCOMING DATES TO REMEMBER

- **Next Meeting:** May 24, 2023 at 2:00 PM – Proposed Budget Meeting
- **FY 2021-2022 Audit Completion Deadline:** 06/30/2023
- **Bond Series 2007A:** 05/01/2039

## District Manager's Report

February 22

# 2023

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<u>Financial Summary</u>	<u>12/31/2022</u>
General Fund Cash & Investment Balance:	\$ 713,644*
Reserve Fund Cash & Investment Balance:	<u>\$ 222,377**</u>
Total Fund Balance YTD Actual:	\$ 936,021
Total Expenditure YTD Variance:	\$ 24,815 Under Budget
*General Fund Includes FY 23 AR	
** Reserve Fund Includes FY 23 AR	





**Updates:**

On November 8, 2022 during the general elections, Brain Riddle was elected into Seat #1 and Jose Riera was elected into Seat #2.

The District has been in communication with Envera Systems regarding delay in virtual attendant and access. In December vendor confirmed they were providing re-training to their staff.

The Board selected Mosquito Nix for the installation of the holiday lights. The District experienced on-going issues with the lights working properly. Moisture was collecting in the wrapping of the cords which caused the GFI to trip repeatedly. Vendor would respond and re-set. The District had an electrician investigate and the entry tower outlet was replaced.

Several District residents contacted our office with disappointment in the lack of holiday decorations. Board will want to consider this for the upcoming proposed budget.

Entrance tree lights that were installed by Waterout are being recharged and timers reset tomorrow, February 23, 2023.

Yellowstone confirmed they would correct the fallen landscape lamps at pergola tomorrow, February 23, 2023.

Entry tower lock had to be re-keyed, as the lock would not turn.

District has been in frequent contact with Charles Aquatics regarding several recent fish kills.

District was notified by the owner of 297 Portada Drive of sinking driveway pavers and impacted sidewalk. District contacted vendors, proposal received and meeting with Chairman and Counsel took place. This item will be discussed by the Board later on in the Agenda.

**Update on approved Board proposals from October 26, 2022 BOS Meeting:**

- Florida Air Gate House proposal completed.
- JDM Custom Painting proposal completed.
- JUM Pond Liner Repair proposal completed.
- Dead Pine Tree in Tesoro Park completed.
- Yellowstone Landscape Part 1 of 2 pergola proposal complete.

# **Exhibit C**



6869 Phillips Parkway Drive S Jacksonville Florida 32256

Fax: 904-807-9158

Phone: 904-997-0044

February 21, 2023

Madeira CDD  
c/o Carol Brown, Rizzetta & Company

RE: Recent issues in the stormwater ponds

Dear Carol,

As you know, we recently observed several fish dead and in the process of dying in two ponds at Madeira CDD. Specifically, these fish were found in ponds 4 and 5 on the attached map. We went twice to pick up these fish and dispose of them. Our technicians identified the fish as Tilapia, a fish that is not permitted by Florida Statute 68-5.002 to be possessed or stocked in Northeast Florida. The reason behind this regulation is that these fish are not tolerant to the colder temperatures that Northeast Florida encounters during the winter months. In addition, in the case of Madeira CDD, ponds 4 and 5 have salt water intrusion from the nearby marsh. Tilapia are fresh water fish and any salt water will kill them. Whomever is stocking these fish should cease in doing so as they will continue to cause fish kills.

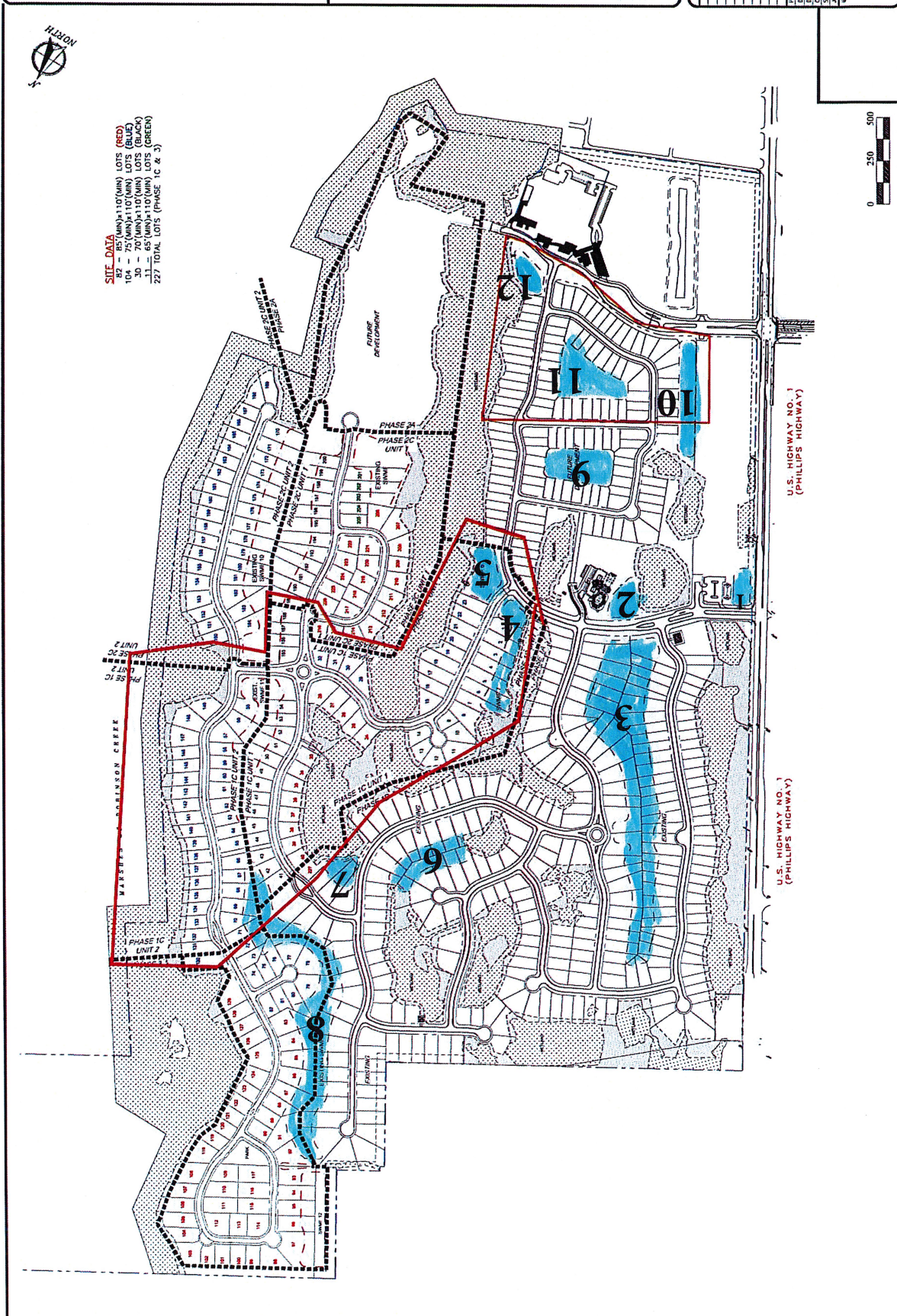
A second item that is pending is the inspection and approval of the fish barriers we installed in preparation of stocking Triploid Grass Carp. The inspector is somewhat overzealous and is trying to make us raise the barrier an additional foot in Pond 12 because he feels the high water mark is higher than we believe it to be. I have obtained the plans from you, Carol, and forwarded them to the inspector for further research. If he continues to pursue his claim, we will have to make the barrier taller and will result in additional cost to the CDD. We are awaiting his official opinion and I will report his findings to you at that time.

Thank you so much for your business and please let me know if you need any additional information on either topic noted above.

Sincerely,

Tracie Zaher  
Controller





# **Exhibit D**

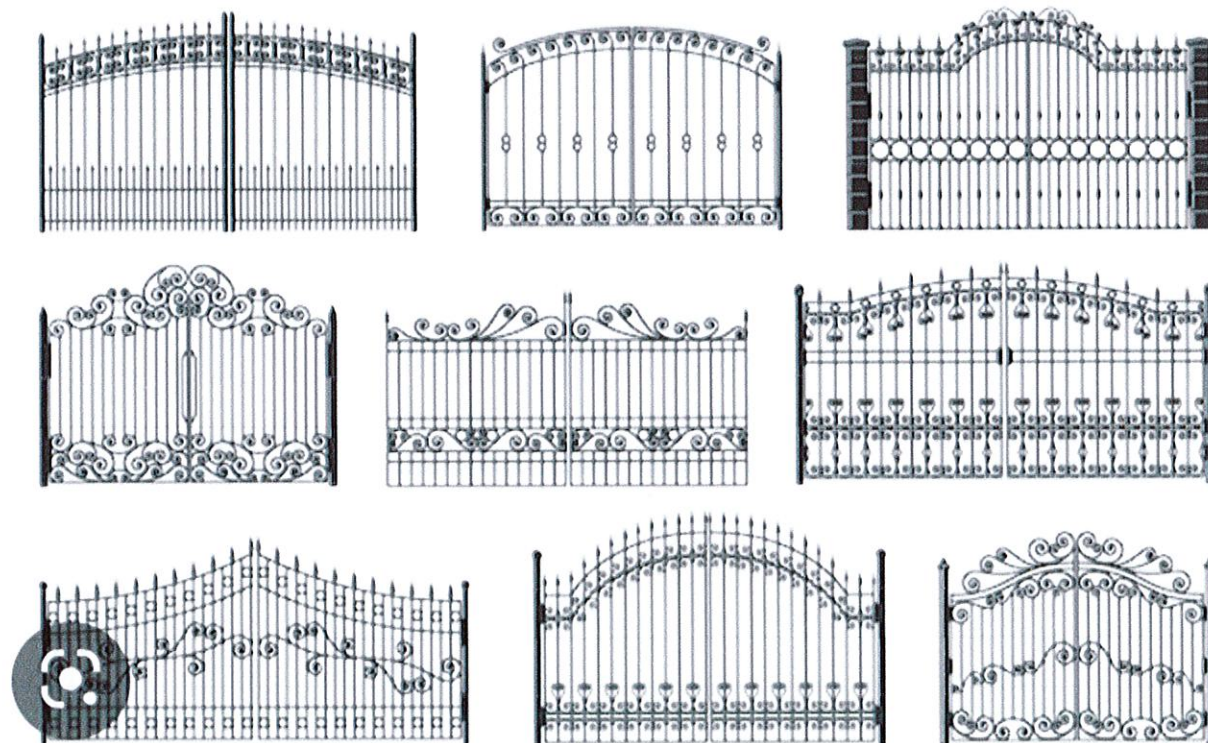


## Supervisor Request:

1. Propose the removal of the Madeira information sign and builder advertisement signage on Marilinda.



2. Propose replacing the current entrance gate with a new metal gate that is better in keeping with the community's aesthetic.



## **TAB 13**

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

madeiracdd.org

## **Operation and Maintenance Expenditures**

**January 2023**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$30,576.01**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



**Madeira Community Development District****Check Register****Company name:** Madeira Community Development District**Report name:** Check Register**Created on:** 5/17/2023**Location:** 381-001--381 General Fund

Account	Payment date	Vendor name	Document/check no	Payment Amount
381TRUISTOP				
381TRUISTOP	1/4/2023	Hidden Eyes, LLC	100066	24.00
381TRUISTOP	1/4/2023	Rizzetta & Company, Inc.	100065	4,541.83
381TRUISTOP	1/4/2023	Yellowstone Landscape	100067	13,181.33
381TRUISTOP	1/9/2023	Florida Air Service & Engineering	100068	1,475.00
381TRUISTOP	1/9/2023	St Johns County Tax Collector	100069	49.02
381TRUISTOP	1/10/2023	Florida Power & Light Company	EFT	34.38
381TRUISTOP	1/13/2023	Charles Aquatics, Inc.	100072	811.00
381TRUISTOP	1/13/2023	JDM Custom Painting & Remodeling	100070	3,650.00
381TRUISTOP	1/13/2023	Kutak Rock, LLP	100073	306.50
381TRUISTOP	1/13/2023	Rizzetta & Company, Inc.	100071	3,000.00
381TRUISTOP	1/13/2023	Smith Electrical, Inc.	100074	202.50
381TRUISTOP	1/16/2023	Charles Aquatics, Inc.	100075	75.00
381TRUISTOP	1/16/2023	Yellowstone Landscape	100076	811.80
381TRUISTOP	1/17/2023	COMCAST	EFT	118.15
381TRUISTOP	1/23/2023	Village Key & Alarm, Inc.	100077	212.59
381TRUISTOP	1/26/2023	The Gate Store, Inc.	100078	250.00
		The Ledger / News Chief/ CA Florida Holdings,		
381TRUISTOP	1/26/2023	LLC	100079	115.60
381TRUISTOP	1/27/2023	Florida Power & Light Company	EFT	1,717.31
				<u>30,576.01</u>

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

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

## **Operation and Maintenance Expenditures**

**February 2023**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$39,416.18**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

**Madeira Community Development District**

**Check Register**

**Company Name:** Madeira Community Development District  
**Report Name:** Check Register  
**Created on:** 4/18/2023  
**Location:** 381-001--381 General Fund

	Account	Payment date	Vendor name	Document/ check no	Payment Amount
<b>381TRUISTOP</b>					
	381TRUISTOP	02/01/2023	Hidden Eyes, LLC	100080	2,130.00
	381TRUISTOP	02/01/2023	Hidden Eyes, LLC	100083	24.00
	381TRUISTOP	02/01/2023	Holiday Inn Express & Suites	100081	100.00
	381TRUISTOP	02/01/2023	Rizzetta & Company, Inc.	100082	4,541.83
	381TRUISTOP	02/07/2023	Florida Power & Light Company	EFT	34.54
	381TRUISTOP	02/07/2023	Greenway Lawn & Landscape	100084	2,765.00
	381TRUISTOP	02/07/2023	Kutak Rock, LLP	100085	258.50
	381TRUISTOP	02/09/2023	Doody Daddy, LLC	100086	447.00
	381TRUISTOP	02/09/2023	Smith Electrical, Inc.	100087	572.92
	381TRUISTOP	02/14/2023	Charles Aquatics, Inc.	100088	1,036.00
	381TRUISTOP	02/14/2023	COMCAST	EFT	118.15
	381TRUISTOP	02/14/2023	Doody Daddy, LLC	100089	447.00
	381TRUISTOP	02/14/2023	Golden Dog Title and Trust	100090	3,600.40
	381TRUISTOP	02/14/2023	Yellowstone Landscape	100091	7,833.33
	381TRUISTOP	02/17/2023	City of St. Augustine	100092	370.84
	381TRUISTOP	02/17/2023	Universal Engineering Sciences, Inc	100093	6,100.00
	381TRUISTOP	02/23/2023	City of St. Augustine	100094	198.42
	381TRUISTOP	02/23/2023	Jax Utilities Management, Inc.	100095	6,500.00
	381TRUISTOP	02/28/2023	Brian D Riddle	100096	200.00
	381TRUISTOP	02/28/2023	Florida Power & Light Company	EFT	1,738.25
	381TRUISTOP	02/28/2023	Jose G Riera	100097	200.00
	381TRUISTOP	02/28/2023	Thomas Lee Barton	100098	200.00
					<b><u>39,416.18</u></b>

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

madeiracdd.org

## **Operation and Maintenance Expenditures**

**March 2023**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,051.08**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

**Madeira Community Development District  
Check Register**

**Company Name:** Madeira Community Development District  
**Report Name:** Check Register  
**Created on:** 04/20/2023  
**Location:** 381-001--381 General Fund

	Account	Payment date	Vendor name	Document/ check no	Payment Amount
<b>381TRUISTOP</b>					
	381TRUISTOP	03/01/2023	Rizzetta & Company, Inc.	100099	4,541.83
	381TRUISTOP	03/02/2023	Kutak Rock, LLP	100100	1,519.50
	381TRUISTOP	03/08/2023	Florida Power & Light Company	EFT	34.27
	381TRUISTOP	03/14/2023	COMCAST	EFT	118.15
	381TRUISTOP	03/23/2023	Smith Electrical, Inc.	100101	125.00
	381TRUISTOP	03/23/2023	The Ledger / News Chief/ CA Florida Holdings, LLC	100102	84.32
	381TRUISTOP	03/24/2023	B&B Exterminating Co., Inc.	100103	547.20
	381TRUISTOP	03/29/2023	Florida Power & Light Company	EFT	1,796.98
	381TRUISTOP	03/30/2023	Charles Aquatics, Inc.	100104	811.00
	381TRUISTOP	03/30/2023	Doody Daddy, LLC	100105	447.00
	381TRUISTOP	03/30/2023	Hidden Eyes, LLC	100106	2,142.00
	381TRUISTOP	03/30/2023	Yellowstone Landscape	100107	7,833.33
	381TRUISTOP	03/31/2023	Clerk of Circuit & County Court	100108	18.50
	381TRUISTOP	03/31/2023	Hidden Eyes, LLC	100109	32.00
					<b><u>20,051.08</u></b>



# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

madeiracdd.org

## **Operation and Maintenance Expenditures**

**April 2023**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$23,982.09**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Madeira Community Development District Check Register

**Company name:** Madeira Community Development District

**Report name:** Check Register

**Created on:** 5/17/2023

**Location:** 381-001--381 General Fund

Account	Payment date	Vendor name	Document/check no	Payment Amount
<b>381TRUISTOP</b>				
381TRUISTOP	4/4/2023	Rizzetta & Company, Inc.	100110	4,541.83
381TRUISTOP	4/7/2023	Florida Power & Light Company	EFT	34.60
381TRUISTOP	4/10/2023	Charles Aquatics, Inc.	100111	150.00
381TRUISTOP	4/10/2023	Yellowstone Landscape	100112	850.00
381TRUISTOP	4/11/2023	Kutak Rock, LLP	100113	1,667.10
381TRUISTOP	4/13/2023	City of St. Augustine	100115	208.14
381TRUISTOP	4/13/2023	City of St. Augustine	100114	1.82
381TRUISTOP	4/14/2023	COMCAST	EFT	116.85
381TRUISTOP	4/20/2023	Yellowstone Landscape	100116	1,549.80
381TRUISTOP	4/24/2023	The Gate Store, Inc.	100117	250.00
381TRUISTOP	4/26/2023	East Coast Wells & Pump Service	100118	680.00
381TRUISTOP	4/28/2023	Charles Aquatics, Inc.	100119	811.00
381TRUISTOP	4/28/2023	Doody Daddy, LLC	100120	447.00
381TRUISTOP	4/28/2023	Florida Power & Light Company	EFT	2,261.62
381TRUISTOP	4/28/2023	Hidden Eyes, LLC	100121	8.00
381TRUISTOP	4/28/2023	Hidden Eyes, LLC	100122	2,158.00
381TRUISTOP	4/28/2023	The Gate Store, Inc.	100123	413.00
381TRUISTOP	4/28/2023	Yellowstone Landscape	100124	7,833.33
				<u>23,982.09</u>