



Rizzetta & Company

Madeira Community Development District

**Board of Supervisors' Meeting
August 23, 2023**

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

www.madeiracdd.org

**MADEIRA
COMMUNITY DEVELOPMENT DISTRICT**

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

www.madeiracdd.org

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

**Board of Supervisors
Madeira Community
Development District**

August 15, 2023

AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of Madeira Community Development District will be held on **August 23, 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. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held May 24, 2023.....Tab 1
 - B. Ratification of the Operations & Maintenance Expenditures for May 2023, June 2023 & July 2023.....Tab 2
 - C. Consideration of Resolution 2023-05; Redesignating Certain Officers.....Tab 3
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Developer
 - D. District Manager.....Tab 4
 - 1.) Charles Aquatics Service Report, dated July 10, 2023
 - 2.) Campus Suite Quarterly Compliance Report, dated August 2023
 - E. Landscape Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Yellowstone Landscape Maintenance & Irrigation Service Renewal Proposal – *(Under Separate Cover)*
 - B. Consideration of Yellowstone Proposal(s).....Tab 5
 - 1.) Specialty & Ornamental Palm Trimming
 - C. Consideration of Resolution 2023-06, Setting the Date, Time & Location of Regular Meetings for Fiscal Year 2023-2024.....Tab 6
 - D. Consideration of Gate Improvement Proposal(s).....Tab 7
 - E. Public Hearing on Fiscal Year 2023-2024 Final Budget.....Tab 8
 - 1.) Consideration of Resolution 2023-07, Approving Fiscal Year 2023-2024 Proposed Budget

- F. Public Hearing on Fiscal Year 2023-2024 Special Assessments.....Tab 9
 - 1.) Consideration of Resolution 2023-08 Imposing Special Assessments
 - G. Ratification of Jacksonville Utility Management Street Sign Proposal.....Tab 10
 - H. Ratification of All Weather Contractors Stone Handrail Repair Proposal.....Tab 11
 - I. Consideration of Acceptance of Fourth Addendum Contract for Professional District Services.....Tab 12
 - J. Consideration of Acceptance of LLS Tax Solution Inc. Arbitrage Rebate Report of Series 2007A & Series 2007B, dated May 25, 2023.....Tab 13
 - K. Consideration of Acceptance of Infrastructure Improvements of Phase 1C
 - L. Consideration of Holiday Light Decoration Proposal(s).....Tab 14
 - M. Consideration of Pressure Washing Proposal(s).....Tab 15
 - N. Consideration of Aquatic Maintenance Service Proposal(s)...Tab 16
- 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, CLBrown@rizzetta.com or my Administrative Assistant, Kristi Roxas, at (904) 436-6270 Ext 4636, kroxas@rizzetta.com.

Yours kindly,

Carol L. Brown

District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**MADEIRA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Madeira Community Development District was held on **May 24, 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	Board Supervisor, Chairman
Thomas Barton	Board Supervisor, Vice Chairman
Brian Riddle	Board Supervisor, Assistant Secretary
Jose Riera	Board Supervisor, Assistant Secretary

Also present were:

Carol Brown	District Manager, Rizzetta & Company, Inc.
Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Doug Maier	VP, Arendale Holdings
Wes Haber	District Counsel, Kutak Rock, LLP
Drew Baltz	Sr. Account Manager, Yellowstone Landscape
John Distler	Development Manager, Yellowstone Landscape

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Brown called the meeting to order at 2:02 p.m. and read roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience members commented on the proposed budget, placeholder amount for gates to close 24/7, landscaping, roads, road study, reserve study, gate, appearance of community, compliance of rules, budget increase and signage.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Haber informed the Board that legislation passed the Ethics Training for board supervisors to complete 4 hours of ethics training annually beginning January 1, 2024.

B. District Engineer

The District Engineer was not present and did not provide a report.

C. Landscape Manager

Mr. Baltz reviewed the Yellowstone Landscape report, (Exhibit A). He stated the crews are trimming the oak trees, addressing vine growth and weeds. They recently repaired an irrigation pipe at 32 Portada Drive. Next installment of annuals is to occur in June.

Mr. Riera commented on spraying near amenity center and Mr. Riddle inquired who selects the flowers. Discussion ensued.

The Board excused Yellowstone Staff from the meeting at 2:20 p.m.

D. Aquatic Maintenance Manager

1.) Charles Aquatics Service Report, dated May 2, 2023

Ms. Brown asked the Board if they had any questions on the report found under Tab 1. She stated the report notes that all ponds are in good condition and the previous treatments performed on ponds 10, 11 & 12 were effective.

Mr. Riera inquired what was the treatment for and what caused the fish to die? Discussion ensued.

The Board directed the Staff to request Charles Aquatics to attend next meeting, and requested for them to add more details to the report and provide test results of water testing.

E. District Manager

1.) Presentation of Registered Voter Count

Ms. Brown informed the Board that as of April 15, 2023, there were 590 registered voters residing in the District.

She reminded the Board that the next regular meeting is scheduled for August 23, 2023,

at 2:00 p.m. and reviewed the District Manager report. She also reminded the Board that Rizzetta & Company recently implemented the new accounting software, Intacct. The District has 1 license included to access the accounting software and additional licenses can be purchased for \$172 each, for this fiscal year. The Board discussed and no supervisors expressed interest in obtaining access at this time. Ms. Brown stated the Board can re-visit this in the future.

2.) Update on Street Light Installation

Ms. Brown reminded the Board that at the last meeting they directed the Staff to explore the cost of adding additional streetlights and Resident, Renee Yoos, provided the Staff with a map identifying 5 locations for potential streetlights.

Mr. Maier informed the Board that the District would need to install electricity/conduits and it could potentially cost \$8,000.00 per light.

Mr. Riera inquired if the lights were in compliance and if the newer ones would be more efficient.

Mr. Maier stated that FPL would provide the lights at no cost, however, the conduit and wiring would be the District's responsibility. He also stated that all streetlights were converted to LED.

No further direction was given by the Board.

3.) Update on Holiday Lighting

Ms. Brown informed the Board that she has been reaching out to vendors regarding proposals for Holiday Lighting, however, was seeking more clarity and direction from the Board. She reviewed the proposals received, (Exhibit B), and reminded the Board that in the last two years they selected Mosquito Nix, paid \$2,156 last year, and had electrical issues both years. She also stated the electrician has repaired the outlet.

The Board authorized Mr. Riddle to work with the Staff in obtaining Holiday Lighting proposals for the next meeting.

FOURTH ORDER OF BUSINESS

Consideration of Yellowstone Landscaping Mulch Proposal

<p>On a motion by Mr. Barton, seconded by Mr. Riera, with all in favor, the Board approved Yellowstone Landscaping Mulch Proposal, in the amount of \$7,375.00, for Madeira Community Development District.</p>

FIFTH ORDER OF BUSINESS

**Consideration of Landscape
Easement of Phase 1C Lots 129 & 130**

On a motion by Mr. Lanius, seconded by Mr. Barton, with all in favor, the Board approved the Landscape Easement of Phase 1C, Lots 129 & 130, for Madeira Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Charles Aquatics
Grass Carp Proposal**

Tabled by the Board.

SEVENTH ORDER OF BUSINESS

**Ratification of Wind River
Environmental (Metro Rooter)
Proposal**

Ms. Brown informed the Board that Staff worked with the Chairman, who approved the proposal, to remove dead fish from storm drain catch basin from a recent fish kill.

Mr. Riera inquired if the proposal was reviewed by District Counsel and Mr. Haber confirmed. Mr. Riera stated he disagreed with some of the language in the agreement and Mr. Haber commented that the vendor's language was not enforceable. Discussion ensued.

On a motion by Mr. Riddle, seconded by Mr. Lanius, with all in favor, the Board ratified the Wind River Environmental (Metro Rooter) proposal, for Madeira Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Acceptance of the
Pavement Analysis Report**

Mr. Lanius stated the report provides 4 levels of priorities and recommended the District move forward with the 1st level.

Mr. Maier suggested concrete work could be addressed during the repair project, too.

On a motion by Mr. Riera, seconded by Mr. Riddle, with all in favor, the Board accepted the Pavement Analysis Report, for Madeira Community Development District.

The Board moved to Agenda item 4K.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-04;

**Approving Proposed Fiscal Year 2023-
2024 Budget & Setting Public Hearing**

After discussion, the Board changed line #65, Miscellaneous Contingency, to \$50,000, line #66, Capital Outlay to \$115,000.00, and Reserve fund amount to \$85,963. They also discussed meeting locations and directed the Staff to hold next fiscal year's regular meetings at the St. Augustine Airport Authority.

On a motion by Mr. Barton, seconded by Mr. Lanius, with all in favor, the Board adopted Resolution 2023-04, approving proposal Fiscal Year 23-24 Budget, as amended, setting the public hearing for August 23, 2023, at 2:00 p.m. at the Holiday Inn Express & Suites located at 2300 State Road 16, St. Augustine, FL 32084, for Madeira Community Development District.

Mr. Lanius left the meeting at 4:02 p.m. and is joining via speakerphone.

The Board moved to Agenda item 4F.

TENTH ORDER OF BUSINESS

**Consideration of Pergola Replacement
Proposal(s)**

After reviewing proposals, the Board discussed removing the pergola and replacing the bench.

On a motion by Mr. Barton, seconded by Mr. Riddle, with all in favor, the Board approved to remove the pergola, with a not to exceed amount of \$5,000.00, for Madeira Community Development District.

On a motion by Mr. Barton, seconded by Mr. Riddle, with all in favor, the Board approved to replace the bench, with a not to exceed amount of \$2,000.00, and authorizing Mr. Riera to work with the Staff in reviewing proposals, for Madeira Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Roundabout Median
Paver Replacement Proposal**

Tabled by the Board.

TWELFTH ORDER OF BUSINESS

**Consideration of Doody Daddy
Service Renewal Proposal**

On a motion by Mr. Barton, seconded by Mr. Riddle, with all in favor, the Board approved Doody Daddy Service Renewal proposal, in the annual amount of \$5,364.00, and authorized Mr. Barton to work with Staff on location of stations, for Madeira Community Development District.

Mr. Lanius rejoined the meeting via speakerphone.

THIRTEENTH ORDER OF BUSINESS

Consideration of Gate Replacement Proposal(s)

Tabled by the Board.

FOURTEENTH ORDER OF BUSINESS

Consideration of Resolution 2023-03 Regarding Records Retention Policy

On a motion by Mr. Riera, seconded by Mr. Barton, with all in favor, the Board adopted Option 2 of Resolution 2023-03 regarding records retention policy, for Madeira Community Development District.

FIFTEENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Regular Meeting held February 22, 2023

On a motion by Mr. Riddle, seconded by Mr. Barton, with all in favor, the Board approved the minutes of the Board of Supervisors' regular meeting held February 22, 2023, for Madeira Community Development District.

SIXTEENTH ORDER OF BUSINESS

Ratification of the Operations & Maintenance Expenditures for January 2023, February 2023, March 2023 & April 2023

On a motion by Mr. Riddle, seconded by Mr. Riera, with all in favor, the Board ratified the Operations & Maintenance Expenditures for January 2023, in the amount of \$30,576.01, February 2023, in the amount of \$39,416.18, March 2023, in the amount of \$20,051.08 and April 2023, in the amount of \$23,982.09, for Madeira Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Supervisor Requests & Audience Comments

SUPERVISORS

Mr. Riera provided comments on new phases, landscape concerns, unauthorized tree removal, nesting birds and J&J Aquatics' presentation.

Mr. Barton provided comments on possible landscape committees. Mr. Haber informed the

Board that a CDD Committee would be an extension of government and would need to follow statutes. He reminded the Board that residents can voluntarily communicate concerns as non-CDD designees.

AUDIENCE COMMENTS

Audience members commented on landscaping, HOA communication, storm drains, crime, petition, Phase 3, endangered species, J&J Aquatics' presentation. The Board directed the Staff to obtain Request for Proposals for Aquatic Maintenance Services for the next meeting,

Audience members provided additional comments on annuals, gate safety, sidewalks, palm trees and gate closures.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Barton, seconded by Mr. Riera, with all in favor, the Board adjourned the meeting at 5:02 p.m., for Madeira Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

madeiracdd.org

Operation and Maintenance Expenditures

May 2023

Presented For Board Approval

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

The total items being presented: **\$89,802.42**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Company name: Madeira Community Development District
Report name: Check register
Created on: 6/6/2023
Location: 381--Madeira

Bank	Date	Vendor	Document no.	Amount
381TRUISTOP - Truist Bank	Account no: 1000191289114			
	5/1/2023	V1954--Rizzetta & Company, Inc.	100126	\$ 4,541.83
	5/1/2023	V1127--Holiday Inn Express & Suites	100125	\$ 305.00
	5/5/2023	V1428--Kutak Rock, LLP	100127	\$ 769.50
	5/9/2023	V02863--Florida Power & Light Company	EFT	\$ 36.27
	5/10/2023	V2662--Yellowstone Landscape	100129	\$ 3,643.00
	5/10/2023	V03423--East Coast Wells & Pump Service	100128	\$ 980.00
	5/15/2023	V0550--COMCAST	EFT	\$ 116.85
	5/19/2023	V1618--Matthews Design Group, Inc.	100130	\$ 213.75
	5/22/2023	V0448--Charles Aquatics, Inc.	100131	\$ 400.00
	5/22/2023	V02887--Dominion Engineering Group, Inc	100132	\$ 7,500.00
	5/30/2023	V0927--Florida Power & Light Company	EFT	\$ 2,336.45
	5/30/2023	V1558--Madeira Community Development District	100141	\$ 30,686.58
	5/30/2023	V2662--Yellowstone Landscape	100144	\$ 7,833.33
	5/30/2023	V0811--Hidden Eyes, LLC	100139	\$ 48.00
	5/30/2023	V2662--Yellowstone Landscape	100143	\$ 536.00
	5/30/2023	V0448--Charles Aquatics, Inc.	100134	\$ 750.00
	5/30/2023	V0811--Hidden Eyes, LLC	100138	\$ 2,162.00
	5/30/2023	V03772--Wind River Environmental, LLC	100142	\$ 4,446.75
	5/30/2023	V1236--Jax Utilities Management, Inc.	100140	\$ 21,000.00
	5/30/2023	V0503--City of St. Augustine	100135	\$ 1.82
	5/30/2023	V0503--City of St. Augustine	100136	\$ 237.29
	5/30/2023	V0738--Doody Daddy, LLC	100137	\$ 447.00
	5/30/2023	V0448--Charles Aquatics, Inc.	100133	\$ 811.00
Total for 381TRUISTOP				\$ 89,802.42

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

madeiracdd.org

Operation and Maintenance Expenditures

June 2023

Presented For Board Approval

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

The total items being presented: **\$24,145.40**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Company name: Madeira Community Development District
Report name: Check register
Created on: 7/6/2023
Location: 381--Madeira

Bank	Date	Vendor	Document no.	Amount
381TRUISTOP - Truist Bank	Account no: 1000191289114			
	6/1/2023	V1954--Rizzetta & Company, Inc.	100145	\$ 4,541.83
	6/5/2023	V2390--The Gate Store, Inc.	100149	\$ 270.00
	6/5/2023	V1428--Kutak Rock, LLP	100148	\$ 381.00
	6/5/2023	V03518--Brian D Riddle	100146	\$ 200.00
	6/5/2023	V03519--Jose G Riera	100147	\$ 200.00
	6/5/2023	V2432--Thomas Lee Barton	100150	\$ 200.00
	6/7/2023	V02863--Florida Power & Light Company	EFT	\$ 37.05
	6/14/2023	V0550--COMCAST	EFT	\$ 116.85
	6/15/2023	V2662--Yellowstone Landscape	100151	\$ 2,160.00
	6/20/2023	V0503--City of St. Augustine	100153	\$ 1.82
	6/20/2023	V0503--City of St. Augustine	100152	\$ 843.15
	6/20/2023	V1526--LLS Tax Solutions, Inc.	100154	\$ 500.00
	6/20/2023	V2399--The Ledger / News Chief/ CA Florida Holdings, LLC	100155	\$ 84.32
	6/26/2023	V0448--Charles Aquatics, Inc.	100156	\$ 811.00
	6/26/2023	V0811--Hidden Eyes, LLC	100158	\$ 24.00
	6/26/2023	V0811--Hidden Eyes, LLC	100159	\$ 2,186.00
	6/26/2023	V0738--Doody Daddy, LLC	100157	\$ 447.00
	6/28/2023	V02863--Florida Power & Light Company	EFT	\$ 2,437.99
	6/28/2023	V2662--Yellowstone Landscape	100160	\$ 7,833.33
	6/30/2023	V2390--The Gate Store, Inc.	100161	\$ 250.00
	6/30/2023	V2390--The Gate Store, Inc.	100162	\$ 620.06
Total for 381TRUISTOP				\$ 24,145.40

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

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

madeiracdd.org

Operation and Maintenance Expenditures

July 2023

Presented For Board Approval

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

The total items being presented: **\$27,966.02**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Madeira Community Development District
Report name: Check register
Created on: 8/2/2023
Location: 381--Madeira

Bank	Date	Vendor	Document no.	Amount
381TRUISTOP - Truist Bank Account no: 1000191289114				
	7/25/2023	V0448--Charles Aquatics, Inc.	100171	\$ 811.00
	7/18/2023	V0503--City of St. Augustine	100166	\$ 1.82
	7/18/2023	V0503--City of St. Augustine	100167	\$ 909.08
	7/14/2023	V0550--COMCAST	EFT	\$ 116.85
	7/25/2023	V0738--Doody Daddy, LLC	100172	\$ 447.00
	7/28/2023	V02863--Florida Power & Light Company	EFT	\$ 2,383.32
	7/21/2023	V02863--Florida Power & Light Company	EFT	\$ 277.15
	7/20/2023	V02863--Florida Power & Light Company	EFT	\$ 27.15
	7/20/2023	V02863--Florida Power & Light Company	EFT	\$ 32.07
	7/20/2023	V02863--Florida Power & Light Company	EFT	\$ 27.15
	7/7/2023	V02863--Florida Power & Light Company	EFT	\$ 37.99
	7/5/2023	V02863--Florida Power & Light Company	EFT	\$ 85.49
	7/5/2023	V02863--Florida Power & Light Company	EFT	\$ 301.11
	7/5/2023	V02863--Florida Power & Light Company	EFT	\$ 230.01
	7/25/2023	V0811--Hidden Eyes, LLC	100174	\$ 8.00
	7/25/2023	V0811--Hidden Eyes, LLC	100173	\$ 2,198.00
	7/3/2023	V1428--Kutak Rock, LLP	100164	\$ 1,886.95
	7/3/2023	V1954--Rizzetta & Company, Inc.	100163	\$ 4,541.83
	7/25/2023	V2181--Smith Electrical, Inc.	100175	\$ 1,279.48
	7/31/2023	V2390--The Gate Store, Inc.	100177	\$ 1,006.44
	7/31/2023	V2390--The Gate Store, Inc.	100178	\$ 250.00
	7/31/2023	V2662--Yellowstone Landscape	100179	\$ 1,085.00
	7/25/2023	V2662--Yellowstone Landscape	100176	\$ 7,833.33
	7/24/2023	V2662--Yellowstone Landscape	100170	\$ 640.00
	7/24/2023	V2662--Yellowstone Landscape	100169	\$ 1,549.80
Total for 381TRUISTOP				\$ 27,966.02

Tab 3

RESOLUTION 2023-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA
COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE
SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Madeira Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2023-02; and

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

Section 1. Scott Brizendine is appointed Secretary

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2023.

ATTEST:

**MADEIRA
COMMUNITY DEVELOPMENT DISTRICT**

ASSISTANT SECRETARY

CHAIRMAN/VICE CHAIRMAN

Tab 4



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: July 10, 2023

Aquatic Technician: Richard Powers
Justin Powers

Client: Madeira

Waterways: Twelve ponds

Pond 1: Pond was in good condition. Minor perimeter vegetation. Banks were quite wet during inspection. The weeds really need to be about 4"-6" out of the water so the herbicide can stick to the plant for maximum effectiveness.



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



Pond 3: Pond was in good condition. Water level and clarity were normal. No algae present. Minor vegetation along bank, bank was quite soggy however. As mentioned on Pond 1, the vegetation was not emerged enough to get an effective treatment and ground too wet to launch boat without causing damage to the grass.



Pond 4: Pond was in good condition. Clarity and water level both good. Overflow clear of debris.



Pond 5: Pond looked good. Treated for invasive perimeter weeds (pennywort, spikerush, torpedo grass and alligator weed) in pond and removed all visible trash from pond. Herbicides used: glyphosate, imazapyr, and adjuvant).



Pond 6: Pond looked good. Water level and clarity both good. No algae or trash noticed during inspection.



Pond 7: Pond was in great condition. Clarity was great and level was normal. No trash or algae present.



Pond 8: Pond was in good condition. Clarity and level were both normal. No algae seen on pond.



Pond 9: Pond was in good condition. Treated invasive perimeter weeds (pennywort, spikerush, torpedo grass and alligator weed) in and around pond. No trash noticed during visit. Herbicides used: glyphosate, imazapyr, and adjuvant). The overgrowth in this yard (shown below) needs to be addressed so that we can go all the way around the pond with our ATV to treat the pond.



Pond 10: Pond was in good condition. Terrestrial vegetation around pond becoming quite thick making it very difficult to launch boat. Level and clarity both normal.



Pond 11: Pond was in good condition. Water actively being pumped into pond during inspection. No algae or trash noticed.



Pond 12: Pond was in good condition. Water level was good, as well as the clarity. No debris or blockages in outflow.

Picture File Did Not Save

Please call Charles Aquatics with any questions or concerns, Thanks!



Quarterly Compliance Audit Report

Madeira

Date: August 2023 - 2nd Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

Table of Contents

Compliance Audit

Overview	2
<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

Audit results

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

Helpful information:

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

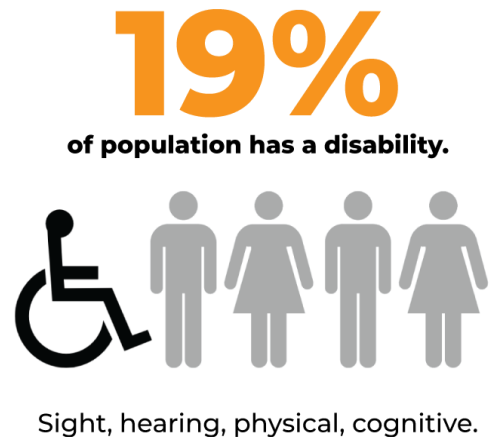
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 5



Proposal #330443

Date: 07/13/2023

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 & Ornamental Palm Trimming Services

Terms: Net 30

DESCRIPTION	AMOUNT
Ornamental & Specialty Palm Tree Trimming	\$2,300.00

Trimming of Specialty Medjool Palm & Ornamental Washingtonian Palm Trees, Located at Madeira CDD Property. Remove Dead Palm Fronds and Seed Pods Only, and No Removal of Boots Included. Palm Trees to be Trimmed at 10 and 2, Per Industry Standard Practices. Dispose of Debris.

Client Notes

Trimming of Ornamental & Specialty Palm Trees as Listed Above, Located at Madeira CDD Property. 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 in Proposal.





Signature

x

SUBTOTAL	\$2,300.00
SALES TAX	\$0.00
TOTAL	\$2,300.00

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

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Kyle Kubik

Office:

kkubik@yellowstonelandscape.com

Tab 6

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MADEIRA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2023/2024, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2023.

ATTEST:

**MADEIRA COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY / ASSISTANT SECRETARY

CHAIRMAN / VICE CHAIRMAN

EXHIBIT “A”

**BOARD OF SUPERVISORS MEETING DATES
MADEIRA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

October 24, 2024

February 27, 2024

May 21, 2024

August 27, 2024

All meetings will convene at **10:00 a.m.**
at the St. Augustine - St. Johns County Airport Authority
4730 Casa Cola Way
St. Augustine FL 32095

Tab 7

Hot Stick Mobile Welding LLC

85032 Bostick Wood Dr
Fernandina Beach, FL 32034 US
+1 4014180162
hotstickmobileweldingllc@gmail.com

Estimate

ADDRESS	SHIP TO	ESTIMATE	1023
Carol Brown	Carol Brown	DATE	08/03/2023
Madeira CDD	Madeira CDD		
3434 Colwell Ave	38 Maralinda Dr		
Suite 200	St Augustine, FL 32095		
Tampa, FL 33614			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Remove all enterance and exit gates Remove old reflectors Have powder coated (color to be determined) Install new reflectors and reinstall gates			5,200.00T
50% deposit will be required Please understand gates will be out of service for 1-3 weeks for powdercoating.					
SUBTOTAL					5,200.00
TAX					337.00
TOTAL					\$5,537.00

Accepted By

Accepted Date



TGS

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

Proposal

DATE	Proposal No.
8/2/2023	5195-B

NAME / ADDRESS
Madeira at St Augustine HOA C/O First Coast Asso. Management 11555 Central Pkwy. Suite 801 Jacksonville, FL 32224

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

ITEM	DESCRIPTION	QTY	COST	Total
	PROPOSAL TO REMOVE THE FIVE DRIVEWAY GATES, DELIVER TO POWDER COATER, POWDER COAT, PICK UP, DELIVER, AND REINSTALL			
Labor	To remove the five driveway gates, secure the operators, load onto trailer, deliver the gates to powder coaters, and unload.	8	90.00	720.00T
Powder Coat	To clean and powder coat the five gates (includes cost of 50lbs of powder)	1	3,100.00	3,100.00T
Labor	To pick up from powder coater, load onto trailer, deliver back onsite, install the gates, connect the operator arms, and test operations.	8	90.00	720.00T
misc	Hardware and supplies	1	14.90	14.90
	PRICE DOES NOT INCLUDE: 1. Any welding repairs, mobile welding, or fence work. 2. Powder coating any gate posts, fences, or railings. 3. Any operator parts, repairs, or troubleshooting. 4. Any painting of the gates, posts, or fences that may be desired.			

Acceptance of Proposal

Signature:

Subtotal \$4,554.90

Sales Tax (6.5%) \$295.10

Total \$4,850.00

From: [Doug Maier](#)
To: [Carol Brown](#)
Subject: [EXTERNAL]FW: Access Gate Quotes
Date: Tuesday, August 15, 2023 12:07:56 PM
Attachments: [Madiera-Model2.pdf](#)

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

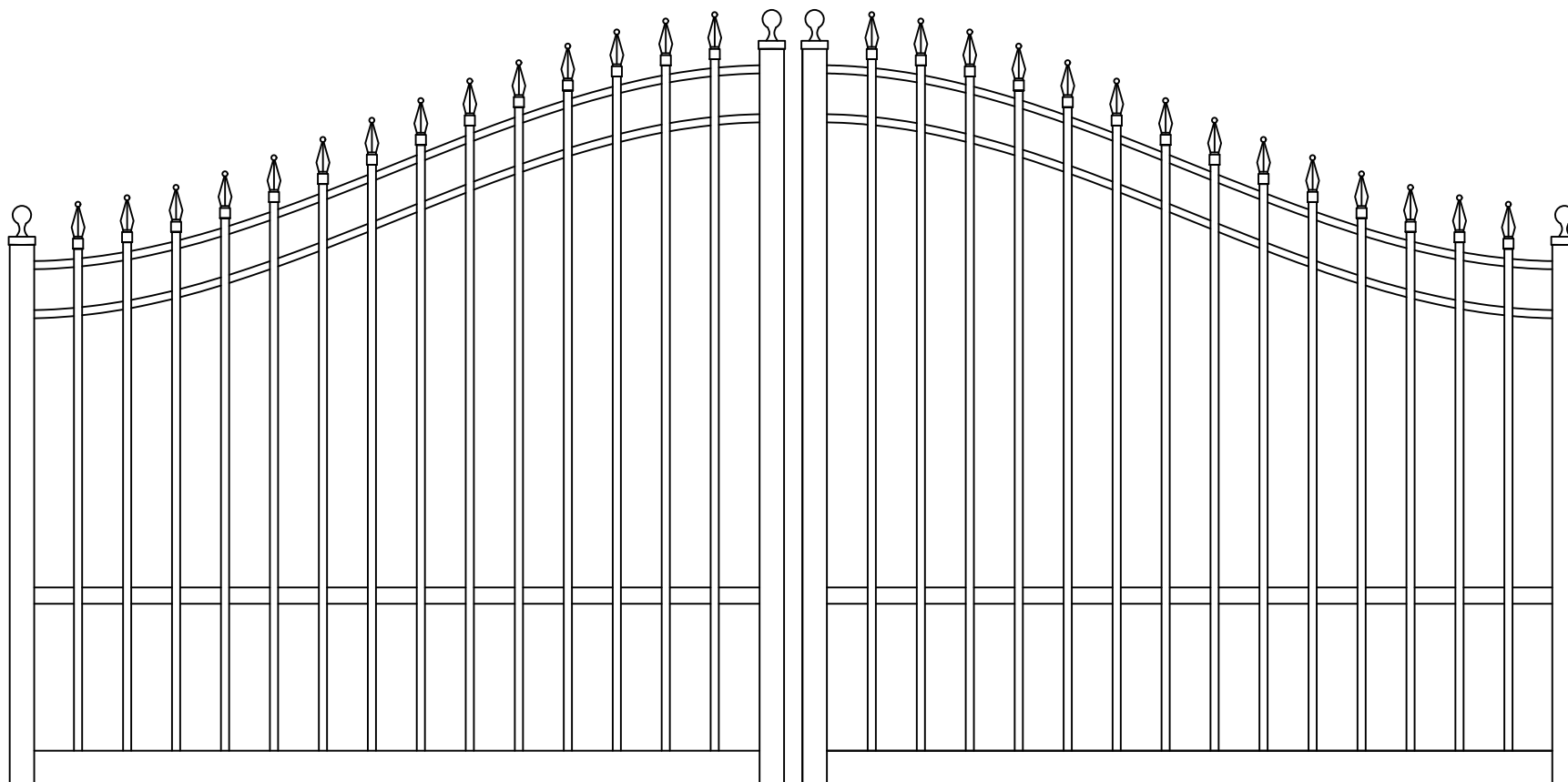
Carol,

Please see the below estimates, please note that the work with each concept will require electrician therefore I would anticipate another 5K over and above the price below.

1. New aluminum gates including the arm system to protect the gate from being run into
\$82,000
2. Aluminum gate without the arm system - see Model2 for "typical design" \$56,000
3. Stand-alone arm gate
\$28,500

Please note that each gate design would include LED lighting and the aluminum design needs to be thought-out due to the gate dimensions due to the varying in width of the roadway openings.

Douglas G. Maier



Tab 8

RESOLUTION 2023-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Madeira Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Madeira Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

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

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

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

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2023.

ATTEST:

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget



Rizzetta & Company

Madeira Community Development District

www.madeiracdd.org

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

TABLE OF CONTENTS

	<u>Page</u>
General Fund Budget for Fiscal Year 2023-2024	1
Reserve Fund Budget for Fiscal Year 2023-2024	3
Debt Service Fund Budget for Fiscal Year 2023-2024	4
Assessments Charts for Fiscal Year 2023-2024	5
General Fund Budget Account Category Descriptions	8
Reserve Fund Budget Account Category Descriptions	14
Debt Service Fund Budget Account Category Descriptions	15

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

1

	Chart of Accounts Classification	Actual YTD through 06/30/23	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	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 135,020	\$ 135,020	\$ 131,495	\$ 3,525	\$ 279,987	\$ 148,492	To Be Updated Prior To Public Hearing
6	Off Roll*	\$ 270,493	\$ 270,493	\$ 261,947	\$ 8,546	\$ 309,711	\$ 47,764	To Be Updated Prior To Public Hearing
7								
8	TOTAL REVENUES	\$ 405,513	\$ 405,513	\$ 393,442	\$ 12,071	\$ 589,698	\$ 196,256	
9								
10	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
11								
12	EXPENDITURES - ADMINISTRATIVE							
13								
14	Legislative							
15	Supervisor Fees	\$ 1,200	\$ 1,600	\$ 4,000	\$ 2,400	\$ 4,000	\$ -	Based on 4 Meetings
16	Financial & Administrative							
17	Administrative Services	\$ 3,872	\$ 5,163	\$ 5,163	\$ -	\$ 5,421	\$ 258	
18	District Management	\$ 17,051	\$ 22,735	\$ 22,735	\$ -	\$ 23,872	\$ 1,137	
19	District Engineer	\$ 7,714	\$ 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	\$ 4,303	\$ 5,737	\$ 5,737	\$ -	\$ 6,024	\$ 287	
24	Accounting Services	\$ 14,750	\$ 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	\$ -	\$ 500	\$ -	
27	Public Officials Liability Insurance	\$ 3,038	\$ 3,038	\$ 3,391	\$ 353	\$ 3,342	\$ (49)	Reflects EGIS Insurance Advisor estimate.
28	Legal Advertising	\$ 284	\$ 887	\$ 2,000	\$ 1,113	\$ 2,000	\$ -	
29	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Reflects Department of Economics annual fee.
30	Miscellaneous Fees	\$ 554	\$ 871	\$ 500	\$ (371)	\$ 2,299	\$ 1,799	FY 22/23 projected to be overbudget. FY 23/24 reflects meeting room fees, amortization schedule & Mailed Notice.
31	Website Hosting, Maintenance, Backup	\$ 2,438	\$ 2,787	\$ 3,500	\$ 713	\$ 2,800	\$ (700)	
32	Legal Counsel							
33	District Counsel	\$ 9,977	\$ 17,500	\$ 17,500	\$ -	\$ 17,500	\$ -	
34								
35	Administrative Subtotal	\$ 74,593	\$ 102,372	\$ 106,580	\$ 4,208	\$ 110,583	\$ 4,003	
36								
37	EXPENDITURES - FIELD OPERATIONS							
38								
39	Security Operations							
40	Guard & Gate Facility Maintenance & Repairs	\$ 2,146	\$ 3,250	\$ 5,000	\$ 1,750	\$ 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	\$ 19,723	\$ 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	\$ 3,917	\$ 6,500	\$ 3,500	\$ (3,000)	\$ 4,500	\$ 1,000	Reflects Florida Power and Lights electrical expenses. FY 23/24 reflects potential COLA and future conveyances..
44	Street Lights	\$ 13,321	\$ 21,085	\$ 25,000	\$ 3,915	\$ 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	\$ 1,865	\$ 2,487	\$ 7,500	\$ 5,013	\$ 5,000	\$ (2,500)	Reflects City of St. Augustine water expenses.
47	Stormwater Control							
48	Aquatic Maintenance	\$ 12,375	\$ 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.

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

2

	Chart of Accounts Classification	Actual YTD through 06/30/23	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
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	\$ 73,835	\$ 107,010	\$ 113,316	\$ 6,306	\$ 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	\$ 7,914	\$ 12,015	\$ 15,000	\$ 2,985	\$ 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	\$ 16,251	\$ 17,591	\$ 7,500	\$ (10,091)	\$ 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	\$ -	\$ 3,690	\$ 6,000	\$ 2,310	\$ 6,000	\$ -	Includes pressure washing of entrance.
59	Ornamental Lighting & Maintenance	\$ 655	\$ 8,500	\$ 8,000	\$ (500)	\$ 8,000	\$ -	FY 22/23 projection includes light fixture replacement.
60	Parks & Recreation							
61	Arbor & Fence Maintenance & Repairs	\$ -	\$ 1,985	\$ 1,000	\$ (985)	\$ 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	\$ 50,495	\$ 65,126	\$ 34,550	\$ (30,576)	\$ 50,000	\$ 15,450	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.
66	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 115,000	\$ 115,000	FY 23/24 new line item to reflect roadway repair and gate enhancement.
67								
68	Field Operations Subtotal	\$ 209,631	\$ 309,305	\$ 286,862	\$ (22,443)	\$ 479,115	\$ 192,253	
69								
70								
71	TOTAL EXPENDITURES	\$ 284,224	\$ 411,677	\$ 393,442	\$ (18,235)	\$ 589,698	\$ 196,256	
72								
73	EXCESS OF REVENUES OVER EXPENDITURES	\$ 121,289	\$ (6,164)	\$ -	\$ (6,164)	\$ -	\$ -	

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

	Chart of Accounts Classification	Actual YTD through 06/30/23	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	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 28,938	\$ 28,938	\$ 28,938	\$ -	\$ 29,789	\$ 851	
6	Off Roll*	\$ 56,174	\$ 56,174	\$ 56,174	\$ -	\$ 56,174	\$ -	
7								
8	TOTAL REVENUES	\$ 85,112	\$ 85,112	\$ 85,112	\$ -	\$ 85,963	\$ 851	
9								
9								
10	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to							
11								
12	EXPENDITURES							
13								
14	Contingency							
15	Capital Reserves	\$ -	\$ -	\$ 85,112	\$ 85,112	\$ 85,963	\$ 851	FY 23/24 Reserve Study Recommended Funding Plan.
16								
17	TOTAL EXPENDITURES	\$ -	\$ -	\$ 85,112	\$ 85,112	\$ 85,963	\$ 851	
18								
19	EXCESS OF REVENUES OVER EXPENDITURES	\$ 85,112	\$ 85,112	\$ -	\$ 85,112	\$ -	\$ -	
20								

MADEIRA COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE
Fiscal Year 2023/2024

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

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.

⁽¹⁾ 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		\$675,661.00
Collection Cost @ 2%	2%	\$14,375.77
Early Payment Discount @ 4%	4%	\$28,751.53
2023/2024 Total		<u>\$718,788.30</u>

2022/2023 O&M Budget		\$478,554.00
2023/2024 O&M Budget		\$675,661.00
Total Difference		<u>\$197,107.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
<u>PLATTED</u>				
Debt Service - SF 50'	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$422.77	\$596.90	\$174.13	41.19%
Total	\$1,888.09	\$2,062.22	\$174.13	9.22%
Debt Service - SF 50'	\$1,531.48	\$1,531.48	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$422.77	\$596.90	\$174.13	41.19%
Total	\$1,954.25	\$2,128.38	\$174.13	8.91%
Debt Service - SF 55'	\$1,665.96	\$1,665.96	\$0.00	0.00%
Operations/Maintenance - SF 55'	\$465.05	\$656.59	\$191.54	41.19%
Total	\$2,131.01	\$2,322.55	\$191.54	8.99%
Debt Service - SF 65'	\$1,805.32	\$1,805.32	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$549.60	\$775.97	\$226.37	41.19%
Total	\$2,354.92	\$2,581.29	\$226.37	9.61%
Debt Service - SF 65' - Partial	\$971.12	\$971.12	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$549.60	\$775.97	\$226.37	41.19%
Total	\$1,520.72	\$1,747.09	\$226.37	14.89%
Debt Service - SF 65' (Ph 1C Unit 1)	\$1,990.92	\$1,990.92	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$549.60	\$775.97	\$226.37	41.19%
Total	\$2,540.52	\$2,766.89	\$226.37	8.91%
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	\$835.66	\$243.78	41.19%
Total	\$2,735.95	\$2,979.73	\$243.78	8.91%
Debt Service - SF 75'	\$1,943.62	\$1,943.62	\$0.00	0.00%
Operations/Maintenance - SF 75'	\$634.16	\$895.35	\$261.19	41.19%
Total	\$2,577.78	\$2,838.97	\$261.19	10.13%
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	\$895.35	\$261.19	41.19%
Total	\$2,931.38	\$3,192.57	\$261.19	8.91%
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	\$895.35	\$261.19	41.19%
Total	\$2,931.38	\$3,192.57	\$261.19	8.91%
Debt Service - SF 85'	\$2,082.98	\$2,082.98	\$0.00	0.00%
Operations/Maintenance - SF 85'	\$718.71	\$1,014.73	\$296.02	41.19%
Total	\$2,801.69	\$3,097.71	\$296.02	10.57%
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	\$955.04	\$278.61	41.19%
Total	\$3,126.80	\$3,405.41	\$278.61	8.91%
<u>UNPLATTED</u>				
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	\$596.90	\$174.13	41.19%
Total	\$1,954.25	\$2,128.38	\$174.13	8.91%
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	\$775.97	\$226.37	41.19%
Total	\$2,540.52	\$2,766.89	\$226.37	8.91%
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	\$835.66	\$243.78	41.19%
Total	\$2,735.95	\$2,979.73	\$243.78	8.91%
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	\$955.04	\$278.61	41.19%
Total	\$3,126.80	\$3,405.41	\$278.61	8.91%
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	\$895.35	\$261.19	41.19%
Total	\$2,931.38	\$3,192.57	\$261.19	8.91%
Debt Service - SF 75' (Phase 3)	\$2,297.22	\$2,297.22	\$0.00	0.00%
Operations/Maintenance - SF 75' (Phase 3)	\$634.16	\$895.35	\$261.19	41.19%
Total	\$2,931.38	\$3,192.57	\$261.19	8.91%
Debt Service - SF 80' (Phase 3)	\$2,450.37	\$2,450.37	\$0.00	0.00%
Operations/Maintenance - SF 80' (Phase 3)	\$676.43	\$955.04	\$278.61	41.19%
Total	\$3,126.80	\$3,405.41	\$278.61	8.91%
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	\$596.90	\$174.13	41.19%
Total	\$1,954.25	\$2,128.38	\$174.13	8.91%
Debt Service - Commercial	\$154.58	\$154.58	\$0.00	0.00%
Operations/Maintenance - Commercial	\$634.16	\$895.35	\$261.19	41.19%
Total	\$788.74	\$1,049.93	\$261.19	33.11%

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

7

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

TOTAL O&M BUDGET		\$675,661.00
COLLECTION COSTS @	2.0%	\$14,375.77
EARLY PAYMENT DISCOUNT @	4.0%	\$28,751.53
TOTAL O&M ASSESSMENT		\$718,788.30

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
	O&M	SERIES 2007A DEBT SERVICE ^{(1) (2)}	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	DEBT SERVICE ^{(3) (5)}	TOTAL ⁽⁴⁾
Platted Parcels									
Single Family 50'	61	61	0.50	30.50	5.07%	\$36,410.97	\$596.90	\$1,465.32	\$2,062.22
Single Family 50'	13	13	0.50	6.50	1.08%	\$7,759.71	\$596.90	\$1,531.48	\$2,128.38
Single Family 55'	71	58	0.55	39.05	6.49%	\$46,617.98	\$656.59	\$1,665.96	\$2,322.55
Single Family 65'	82	49	0.65	53.30	8.85%	\$63,629.66	\$775.97	\$1,805.32	\$2,581.29
Single Family 65' (Partial)	1	1	0.65	0.65	0.11%	\$775.97	\$775.97	\$971.12	\$1,747.09
Single Family 65' (Ph 1C Unit 1)	6	6	0.65	3.90	0.65%	\$4,655.83	\$775.97	\$1,990.92	\$2,766.89
Single Family 70' (Ph 1C Unit 1)	18	18	0.70	12.60	2.09%	\$15,041.91	\$835.66	\$2,144.07	\$2,979.73
Single Family 75'	74	46	0.75	55.50	9.22%	\$66,256.02	\$895.35	\$1,943.62	\$2,838.97
Single Family 75' (Ph 1C Unit 1)	21	21	0.75	15.75	2.62%	\$18,802.38	\$895.35	\$2,297.22	\$3,192.57
Single Family 75' (Ph 1C Unit 2)	39	39	0.75	29.25	4.86%	\$34,918.71	\$895.35	\$2,297.22	\$3,192.57
Single Family 85'	21	10	0.85	17.85	2.96%	\$21,309.37	\$1,014.73	\$2,082.98	\$3,097.71
Single Family 80' (Ph 1C Unit 1)	14	14	0.80	11.20	1.86%	\$13,370.58	\$955.04	\$2,450.37	\$3,405.41
Total Platted	421	336		276.05	45.85%	\$329,549.09			
Unplatted Lands									
	Planned Units								
Single Family 50' (Phase 2A Unit 2)	57	57	0.50	28.50	4.73%	\$34,023.36	\$596.90	\$1,531.48	\$2,128.38
Single Family 65' (Phase 2C Unit 1)	5	5	0.65	3.25	0.54%	\$3,879.86	\$775.97	\$1,990.92	\$2,766.89
Single Family 70' (Phase 2C Unit 1)	12	12	0.70	8.40	1.40%	\$10,027.94	\$835.66	\$2,144.07	\$2,979.73
Single Family 80' (Phase 2C Unit 1)	21	21	0.80	16.80	2.79%	\$20,055.88	\$955.04	\$2,450.37	\$3,405.41
Single Family 75' (Phase 2C Unit 2)	35	35	0.75	26.25	4.36%	\$31,337.31	\$895.35	\$2,297.22	\$3,192.57
Single Family 75' (Phase 3)	9	9	0.75	6.75	1.12%	\$8,058.16	\$895.35	\$2,297.22	\$3,192.57
Single Family 80' (Phase 3)	47	47	0.80	37.60	6.24%	\$44,886.96	\$955.04	\$2,450.37	\$3,405.41
Attached (Phase 2A Unit 3)	142	142	0.50	71.00	11.79%	\$84,759.96	\$596.90	\$1,531.48	\$2,128.38
Commercial	170	170	0.75	127.50	21.18%	\$152,209.78	\$895.35	\$154.58	\$1,049.93
Total Unplatted	498	498		326.05	54.15%	\$389,239.20			
Total Community	919	834		602.10	100.00%	\$718,788.30			

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

(\$43,127.30)

Net Revenue to be Collected

\$675,661.00

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

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

⁽³⁾ 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.

⁽⁴⁾ 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.

⁽⁵⁾ Some amounts are subject to acceleration of debt service assessments.

⁽⁶⁾ 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.



Rizzetta & Company

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.



Rizzetta & Company

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.



Rizzetta & Company

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.



Rizzetta & Company

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.

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.



Rizzetta & Company

Tab 9

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

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

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

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

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

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

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

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

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

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District, unless otherwise directed by the bondholders or trustee for certain debt service special assessments, are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: Debt Assessment – 50% due no later than December 1, 2023 and 50% due no later than April 1, 2024; Operation and Maintenance Assessments – 25% due November 1, 2023, 25% due February 1, 2024, 25% due May 1, 2024, and 25% due August 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

PASSED AND ADOPTED this 23rd day of August 2023.

ATTEST:

**MADEIRA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

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

**The Fiscal Year 2023-2024
Adopted Budget will be attached as
Exhibit A**

EXHIBIT B
Assessment Roll

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

Tab 10



Jax Utilities Management, Inc.
5465 Verna Boulevard
Jacksonville, Florida 32205
904-855-0111 www.jaxum.com

Invoice

Date	Invoice #
3/17/2023	232175R

Bill To
Madeira CDD

Ship To

P.O. Number	Terms	Project
	Due on receipt	22-2026 Madeira Sign Replace...

Quantity	Description	Price Each	Amount
2	Madeira Street Signs Purchase and Installation Cost of Two Street Signs as Directed at Maralinda & Pasarella and Maralinda & Amarante	2,200.00	4,400.00
Rick Johns 904-779-5353 Ext. 211		Total	\$4,400.00

Tab 11



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

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Madeira CDD

Attn: Carol Brown-Rizzetta Mgmt

7 19 23

Re: decorative wall repair

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 the stone handrails that are coming apart the at the entrance to property per management
- >use concrete and rebars as needed to re-intsall handrails to help secure them in the same location
- >clean up job site and haul away debris

Total Price \$3,690.00

Proposal Signed by_____ **Printed Name**_____
Thank you for your consideration
Scott Haines -C 904.402.6561





Tab 12

FOURTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Madeira Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

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

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

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

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

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

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

(Remainder of this page is left blank intentionally)

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$1,989.33	\$23,872
Administrative:	\$451.75	\$5,421
Accounting:	\$1,720.92	\$20,651
Financial & Revenue Collections:	\$502.00	\$6,024
Assessment Roll ⁽¹⁾		\$6,024
Total Standard On-Going Services:	\$4,664.00	\$61,992

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

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

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

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

LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

TAB 13



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

May 25, 2023

Ms. Kayla Connell
Madeira Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

\$45,000,000
Madeira Community Development District
Special Assessment Revenue Bonds,
Series 2007A and Series 2007B ("Bonds")

Dear Ms. Connell:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended April 30, 2023 ("Computation Period"). This report indicates that there is no cumulative rebate requirement liability as of April 30, 2023.

The next annual arbitrage rebate calculation date is April 30, 2024. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott
Linda L. Scott, CPA

cc: Mr. Chris Gehman, US Bank

Madeira Community Development District

*\$45,000,000 Madeira Community Development District
Special Assessment Revenue Bonds, Series 2007A and
Series 2007B*

For the period ended April 30, 2023.



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

May 25, 2023

Madeira Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: \$45,000,000 Madeira Community Development District Special Assessment Revenue Bonds, Series 2007A and Series 2007B ("Bonds")

Madeira Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended April 30, 2023 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of \$(11,213,703.52) at April 30, 2023. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Federal Tax Certificate, the calculations have been performed based upon a Bond Yield of 5.4011%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Bonds for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"). We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Madeira Community Development District

May 25, 2023

\$45,000,000 Special Assessment Revenue Bonds, Series 2007A and Series 2007B

For the period ended April 30, 2023

NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is May 16, 2007.
2. The end of the first Bond Year for the Bonds is April 30, 2008.
3. Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.
4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) of the Code are shown in the attached schedule.
5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
7. Ninety percent (90%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein, but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Madeira Community Development District

May 25, 2023

\$45,000,000 Special Assessment Revenue Bonds, Series 2007A and Series 2007B

For the period ended April 30, 2023

NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the “present value” method of valuation that is described in the Regulations.
10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a “bona fide debt service fund” for public purpose bonds issued after November 10, 1988 is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
11. In order to prepare the Arbitrage Calculation, we have relied on a prior arbitrage report by Deloitte Tax LLP with respect to the Rebate Requirement Liability as of April 30, 2011.
12. The 2007A and 2007B Bond Reserve Funds were depleted to pay debt service on the Bonds. The balance of the Reserve Funds is zero as of April 30, 2023.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Madeira Community Development District

May 25, 2023

\$45,000,000 Special Assessment Revenue Bonds, Series 2007A and Series 2007B

For the period ended April 30, 2023

DEFINITIONS

1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
5. *Rebate Requirement*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

**SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND
DESCRIPTION OF SCHEDULE**

Madeira Community Development District

May 25, 2023

\$45,000,000 Special Assessment Revenue Bonds, Series 2007A and Series 2007B

For the period ended April 30, 2023

SOURCE INFORMATION

Bonds

Source

Closing Date

Federal Tax Certificate

Bond Yield

Federal Tax Certificate

Investments

Source

Principal and Interest Receipt Amounts
and Dates

Trust Statements

Investment Dates and Purchase Prices

Trust Statements

**SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND
DESCRIPTION OF SCHEDULE**

Madeira Community Development District

May 25, 2023

\$45,000,000 Special Assessment Revenue Bonds, Series 2007A and Series 2007B

For the period ended April 30, 2023

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.

\$45,000,000 MADEIRA COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2007A AND SERIES 2007B

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

5 / 16 / 2007 ISSUE DATE
5 / 1 / 2022 BEGINNING OF COMPUTATION PERIOD
4 / 30 / 2023 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 5.4011%	ALLOWABLE EARNINGS
5 / 1 / 2022	BEGINNING BALANCE		0.00	53,924.43	56,867.85	2,943.42
5 / 2 / 2022	ACQUISITION & CONSTRUCTION FUND		0.44	0.00	0.00	0.00
6 / 1 / 2022	ACQUISITION & CONSTRUCTION FUND		0.46	0.00	0.00	0.00
7 / 1 / 2022	ACQUISITION & CONSTRUCTION FUND		11.08	0.00	0.00	0.00
8 / 1 / 2022	ACQUISITION & CONSTRUCTION FUND		27.94	0.00	0.00	0.00
9 / 1 / 2022	ACQUISITION & CONSTRUCTION FUND		47.21	0.00	0.00	0.00
10 / 3 / 2022	ACQUISITION & CONSTRUCTION FUND		76.80	0.00	0.00	0.00
11 / 1 / 2022	ACQUISITION & CONSTRUCTION FUND		88.92	0.00	0.00	0.00
12 / 1 / 2022	ACQUISITION & CONSTRUCTION FUND		114.43	0.00	0.00	0.00
1 / 3 / 2023	ACQUISITION & CONSTRUCTION FUND		147.54	0.00	0.00	0.00
2 / 1 / 2023	ACQUISITION & CONSTRUCTION FUND		163.05	0.00	0.00	0.00
3 / 1 / 2023	ACQUISITION & CONSTRUCTION FUND		162.92	0.00	0.00	0.00
4 / 3 / 2023	ACQUISITION & CONSTRUCTION FUND		194.41	0.00	0.00	0.00
4 / 30 / 2023	INTEREST ACCRUAL		191.28	0.00	0.00	0.00
		<u>54,959.63</u>	<u>1,035.20</u>	<u>53,924.43</u>	<u>56,867.85</u>	<u>2,943.42</u>
	ACTUAL EARNINGS		1,035.20			
	ALLOWABLE EARNINGS		<u>2,943.42</u>			
	REBATE REQUIREMENT		(1,908.22)			
	FUTURE VALUE OF 4/30/2022 CUMULATIVE REBATE REQUIREMENT		(11,209,835.30)			
	COMPUTATION DATE CREDIT		<u>(1,960.00)</u>			
	CUMULATIVE REBATE REQUIREMENT		<u>(11,213,703.52)</u>			

TAB 14

TAB 14



Bling 140 - Saint Augustine, FL
138 N One Drive, Suite A
Saint Augustine, FL 32095

Estimate 6049237
Estimate Date 8/9/2023

Billing Address

Madeira CDD Board of Supervisors, Carol Brown, District Manager
38 Maralinda Drive
St. Augustine, FL 32095 USA

Job Address

Madeira CDD Board of Supervisor
Carol Brown, District Manager
38 Maralinda Drive
St. Augustine, FL 32095 USA

Description of work

Scope of work includes the following: Madeira Tower up lit with 2 (one red, one green) par lights, 60" wreath (pre-lit 5mm warm white lights) with red bow suspended from top of the tower, lower level shelf wrapped in garland (pre-lit 5mm warm white lights); 2 obelisks to right and left of tower adorned with 24" wreaths (pre-lit 5mm warm white lights) and red bows; Madeira monument in front of tower outlined in warm white C9 lights, 24" wreaths (pre-lit 5mm warm white lights) and red bows on both sides of the monument book ending the "Madeira" letters; 5mm warm white lights on the lower level ground cover parallel to the monument and the perpendicular shrub line in front of the monument. Gate house 3 sides (front, entrance and exit sides) outlined in warm white C9 lights and front window adorned with 36" wreath (pre-lit 5mm warm white lights) and red bow.

Client to confirm all 5mm and C9 color selections by August 30, 2023

Three year agreement: We would appreciate the opportunity to be your neighborhood holiday lighting partner. Should you agree to work with us, we ask for a three-year agreement and will guarantee the proposal prices for the same timeframe.

Our "No Lights out, Lights Twice as Bright Guarantee" is backed by this promise: if you are dissatisfied with our results, and we cannot remedy the situation to your satisfaction, we would not exacerbate a negative situation by requiring Madeira to continue doing business with us. We are thankful for the opportunity to earn your trust.

Task #	Description	Quantity	Your Price	Total
CHOL	Install Holiday lighting as described above. 1 day install, 4 man crew.	1.00	\$1,200.00	\$1,200.00
10% off New Comm Client	10% off New HOA or Commercial Client	1.00	\$-512.90	\$-512.90
MNWWW-60TP	(Tower, top) Mixed Noble Wreath 60" - Warm White - 2 Piece (bolt together)	1.00	\$375.00	\$375.00
BWNRG-24	(Tower, top) 24" Nylon Red Bow with Gold Trim	1.00	\$75.00	\$75.00
MNGWW-9	(Tower, lower level round) Mixed Noble Garland - 9' x 14" - Warm White	6.00	\$120.00	\$720.00
BUC9WW	(Tower, Entrance Monument) C9 lights, corded, clips	45.00	\$4.25	\$191.25
24 inch mixed pine wreath	(Tower, Entrance Monument, 2 per side) 24 inch mixed pine wreath with one L4C light strand (client choice of color)	4.00	\$55.00	\$220.00
10" Red Velvet Bow	(Tower, Entrance Monument) 10" pre-made red velvet bow for 24" wreath	4.00	\$20.00	\$80.00
LS5MM50WW-6G	(Shrubs @ Tower, R side parallel to Entrance Monument) LED 50 Light 5MM BALLED - Warm White	15.00	\$22.50	\$337.50
LS5MM50WW-6G	(Shrubs @ Tower, L side parallel to Entrance Monument) LED 50 Light 5MM BALLED - Warm White	15.00	\$22.50	\$337.50

LS5MM50WW-6G	(Shrubs @ Tower, perpendicular to Entrance Monument) LED 50 Light 5MM BALLED - Warm White	20.00	\$22.50	\$450.00
24 inch mixed pine wreath	(Obelisks @ Entrance) 24 inch mixed pine wreath with one L4C light strand (client choice of color)	2.00	\$55.00	\$110.00
10" Red Velvet Bow	(Obelisks @ Entrance) 10" pre-made red velvet bow for 24" wreath	2.00	\$20.00	\$40.00
BUC9WW	(Gate house) C9 lights, corded, clips	84.00	\$4.25	\$357.00
MNWWW-36	(Gate house, front window) Mixed Noble Wreath 36" - Warm White	1.00	\$120.75	\$120.75
BWARN-18	(Gate house, front window) 18" All Red Nylon Bow	1.00	\$25.00	\$25.00
WW-FL01-RD02	(Inside Tower, one red/one green) 25 LED Wall Washer Round - RGB WW	2.00	\$200.00	\$400.00
EXTC-25	(2 @ gate house, one @ tower) Single Outlet Extension Green Cord - 25'	3.00	\$20.00	\$60.00
TIMPO-	(Gate House, Tower) Outdoor Photocell Timer - 15 amp - 2 outlets	2.00	\$15.00	\$30.00
Potential Savings \$467.90 - \$467.90		Sub-Total	\$4,616.10	
		Tax	\$300.05	
		Total Due	\$4,916.15	
		Deposit/Downpayment	\$0.00	

Thank you for choosing Blingle!

Company, Blingle Premier Lighting, proposes to perform the Work for a total sum of: (i) the estimated cost as outlined above; and (ii) any Additional Costs (defined in the Terms and Conditions) (collectively, the "Agreed Price"). The Agreed Price shall be payable to Blingle! from Customer as follows: (i) Down Payment in the amount of 50% of the "Estimated Total Cost" due upon execution of this Agreement; (ii) Final Payment in the amount of 50% of the "Estimated Total Cost", plus any Additional Costs, due upon completion of the Work. Holiday Lighting Projects are to be paid in full upon execution of this agreement. Customer agrees to make all payments under this Agreement, including the Work and Additional Costs directly to Blingle. Customer's signature signifies acceptance of all Terms and Conditions of this Agreement, including the additional Terms and Conditions contained herein. By signing this Agreement you agree that you have also been provided notice of these rights to cancel orally in addition to the writing contained herein.







MADEIRA
AT ST. AUGUSTINE







Tab 15



PO Box 51289
Jacksonville Beach FL 32240
(877) 875-5326, (904) 220-3331
Info@krystalklean.com

Estimate 1025463804

DATE	08/14/2023
PO #	
Provided By	Jason Krynock jkrynock@krystalklean.com

CUSTOMER
Madeira CDD c/o Rizzetta & Co Carol Brown 38 Maralinda Drive St. Augustine, Florida, 32095 (904) 436-6270 (4631) clbrown@rizzetta.com

SERVICE LOCATION
Madeira CDD c/o Rizzetta & Co Madeira 38 Maralinda Drive St. Augustine, Florida, 32095 (904) 436-6270 (4631) clbrown@rizzetta.com

DESCRIPTION	Pressure washing Entry Buildings
-------------	----------------------------------

Estimate

Estimate

Description	Qty	Rate	Total
Commercial Pressure Washing - Buildings Entry Tower and Sign, Entry monuments and guardrail, Gatehouse and walls. -Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned. -Please review any specific concerns with your Krystal Klean estimator so we arrive prepared to meet your needs. -Technicians work safely to protect customer property and the surrounding environment. -Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.	1.00	\$1,185.00	\$1,185.00
JEA Water Meter Rental of JEA water meter for use with city water sources.	1.00	\$75.00	\$75.00
St Johns		6.50%	\$0.00
Fuel Surcharge %		3.50%	\$44.10

Estimate Total: \$1,304.10

CUSTOMER MESSAGE

Thank you for the opportunity to serve you!

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

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

Estimate Accepted By:

Accepted Date:

Tab 16



Aquatic Management Agreement

This **Agreement** dated August 7, **2023**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Property Address 38 Maralinda Dr., St. Augustine, FL 32095

Billing Address 3434 Colwell Ave, Ste 200 Tampa, FL 33614

Phone 904-436-6270 Cell _____ E-Mail clbrown@rizzetta.com

Hereinafter called "**CLIENT**".

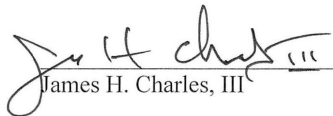
1) **Charles Aquatics, Inc.**, agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algacides, as needed, in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Thirteen (13) ponds located in St Johns County, FL.

2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) Monthly Aquatic Management Services	\$ 1,011.00
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) Grass Carp stocking (Upon Approval)	\$ 8.00/fish
e) Permitting for Grass Carp	\$ <u>Included</u>
f) Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55/sq. ft</u>

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

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) 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 issuance.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of non-native, invasive aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algacides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** - Trash removal consists of the physical removal of **minor** trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost. Minor trash is defined as the amount of trash that can fit into a 5 gallon bucket. More trash than that will be an additional cost at \$75/manhour. Hypodermic needles, used diapers, used condoms or other biohazards will not be collected.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	_____	_____	_____
b) Water from the treated waterway(s) is used for irrigation.	_____	_____	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	_____	_____	_____
d) Treated waterways are not used for swimming by humans or pets	_____	_____	_____
e) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	_____	_____	_____
f) Any special use of treated waterway which may conflict with treatments.	_____	_____	_____
g) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	_____	_____	_____
h) Restrictions on the use of any aquatic herbicides or algacides in the waterways to be treated.	_____	_____	_____
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating.	_____	_____	_____

- j) **CLIENT** agrees to provide **Charles Aquatics, Inc.** additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (i) above on the spaces below:

- k) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- l) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- m) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i)

above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

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



Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge.
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



A q u a g e n i x

A DCS Company

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 8/11/2023 is made between DeAngelo Contracting Services and Madeira CDD as described as follows:

MADEIRA CDD

38 Maralinda Drive

St. Augustine, FL 32095

Contact: Carol Brown clbrown@rizzetta.com (904)436-6270

1. Site Locations:

DCS will provide aquatic management services on behalf of Madeira CDD in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 13 ponds

2. Contract Services: Madeira CDD agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:

- Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
- Algae treatment
- Treatment to a manageable level of floating aquatic vegetation
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Abide by Florida BMPs for aquatic vegetation treatment and management
- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **\$25,751.40** that will be invoiced monthly at **\$2,145.95**

We will perform 12 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

January 1	February 1	March 1	April 1	May 1	June 1
July 1	August 1	Sept. 1	Oct. 1	Nov. 1	Dec. 1

Contract terms:

The term of this Agreement shall be for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

3. Automatic Renewal:

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

4. Safety:

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

5. Insurance:

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

6. Address Change:

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

7. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

8. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 100 N. Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

9. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

10. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

12. OTHER ITEMS: -

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

13. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Julie Clements
DeAngelo Contracting Services

Julie Clements
PRINT NAME

8/11/2023
DATE

CUSTOMER

PRINT NAME

DATE

The offer contained in this Agreement is valid for sixty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.



PO Box 3417
Lake City, FL 32056
jandjaquaticsllc.com
"THE TWO JOEYS"
Joey Tice-Owner/Operations 386-697-1710
Joey Louks-Owner/Sales 386-466-8558

8/4/2023

**Carol Brown
Madeira CDD
38 Maralinda Dr.
Saint Augustine, Florida 32095**

clbrown@rizzetta.com

From: Joey Louks

J & J Aquatics Specialist, LLC is a Pond, Lake and Land Management company based out of Lake City, Florida. We provide services in North/Central Florida and South Georgia. **J & J Aquatics Specialist, LLC** is licensed in both Florida and Georgia for Aquatics and Pesticides. We are approved vendors with the top chemical companies in the South. **J & J Aquatics Specialist, LLC** is insured for **One Million Dollars** and can provide a coverage of benefits letter upon request. **What else could your pond management need when you have TWO Joeys!**

One of our Joey's surveyed the pond(s) at **Madeira CDD** on **8/3/23**, and these were the findings. There is a total of **13 Pond(s)** which equals approximately **24.54 Acres**.

Our pond management contract includes the following maintenance.

- Weed and algae control.
- Trash and debris removal on each visit.
- Monitoring storm drain grates and keeping them clear of debris.
- Blue or Black Lake Colorant
- Upon your request, we can make suggestions for fishery improvements, sediment dredge solutions, and aeration needs.
- Two Full Water Baseline Water Testing per year on only **One Pond**. (Pond of Clients Choice)
- One Mosquito Treatment per month on the **Same One Pond** per year.

Our service schedule will be **20 scheduled visits per year** (1 each in November, December, January, and February and 2 each of the remaining months). Additional visits are free of charge if deemed needed. A field activity report will be provided to let you know what was accomplished each visit.

Our goal for the pond(s) at **Madeira CDD** is to improve the overall appearance and quality of your pond system. The investment of your pond management services will be **12** monthly installments of **\$ 810.93** which equals out to **\$ 9,731.16** yearly.

Upon approval of proposal, a formal contract will follow for signature.

Initial: _____



**PO Box 3417
Lake City, FL. 32056
jandjaquaticsllc.com
"THE TWO JOEYS"
Joey Tice-Owner/Operations 386-697-1710
Joey Louks-Owner/Sales 386-466-8558**

REFERENCE PAGE

PROPERTY/HOMEOWNERS ASSOCIATIONS

**Cape Coral-HOA
Cape Unit VI-HOA
Cherokee Cove-HOA
Pine Crest-HOA
Creeside Oaks HOA
Reef at Beachwalk HOA**

**Live Oak Country Club Estates-HOA
Daybreak Woods-HOA
Golfview HOA
Heritage Oaks HOA
North Creek HOA**

COLLEGE, UNIVERSITIES & CHURCHES

**North Florida College
Cross Point Church**

University of Florida (Gainesville)

GOLF COURSES/COUNTRY CLUBS

**Stonebridge Golf & Country Club
Continental Golf Club**

Legends Golf & Country Club

STORAGE FACILITIES

Storage Depot of Gainesville

IStorage Self Storage-Kingsland

PRIVATELY OWNED, FARM & RANCHES

**Diamond Bar Ranch
Joe and Nancy Hagey
Freeman Property
Cypress Pond Preserve**

**Ed Higgs
Hunter Farms
Poyner Property
Geiger Property**

**JR Farm
Halleluyah Farm
Bertram Farm
Martino Pond**

HOTELS/MOTELS

Country Inn & Suites-Kingsland

Econo Lodge-Kingsland

COMMUNITY DEVELOPMENT DISTRICTS (CDD'S)

Deer Run CDD

SOLITUDE SERVICE QUOTE

CUSTOMER NAME: **Madeira CDD**

By: **Carol Brown, District Manager** - clbrown@rizzetta.com

DATE: **August 11th, 2023**

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SPECIFICATIONS: Monthly Maintenance of Thirteen Ponds in St. Augustine, Florida 32095.

Quote Expires: October 10th, 2023




Who we are:  **WHO WE ARE** | SOLitude Lake Management

Website: [SOLitude Lake Management](https://www.solitudelakemanagement.com)

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ANNUAL POND MANAGEMENT SERVICES

-  Managing Nuisance Aquatic Weeds & Algae in Ponds
- [Pond Algae And Lake Weed Control –](#)

Monthly maintenance of thirteen (13) ponds totaling approximately 19,751 perimeter feet and 24.53 acres as described below.

Monitoring:

1. A SÖLitude Biologist will visit the site and inspect the ponds at a **minimum of two(2) times per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Pond Algae Control:

1. Ponds will be inspected at a **minimum of two(2) times per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the pond with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.



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Aquatic Weed Control:

1. Ponds will be inspected at a **minimum of two(2) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the ponds with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the ponds at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of two(2) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Trash Removal:

1. Trash and light debris will be removed from the ponds with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.

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Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Assumptions:

1. Company will have free and unimpeded access to the lakes.
2. Price is based on a reasonable plan / field design of the specified work.

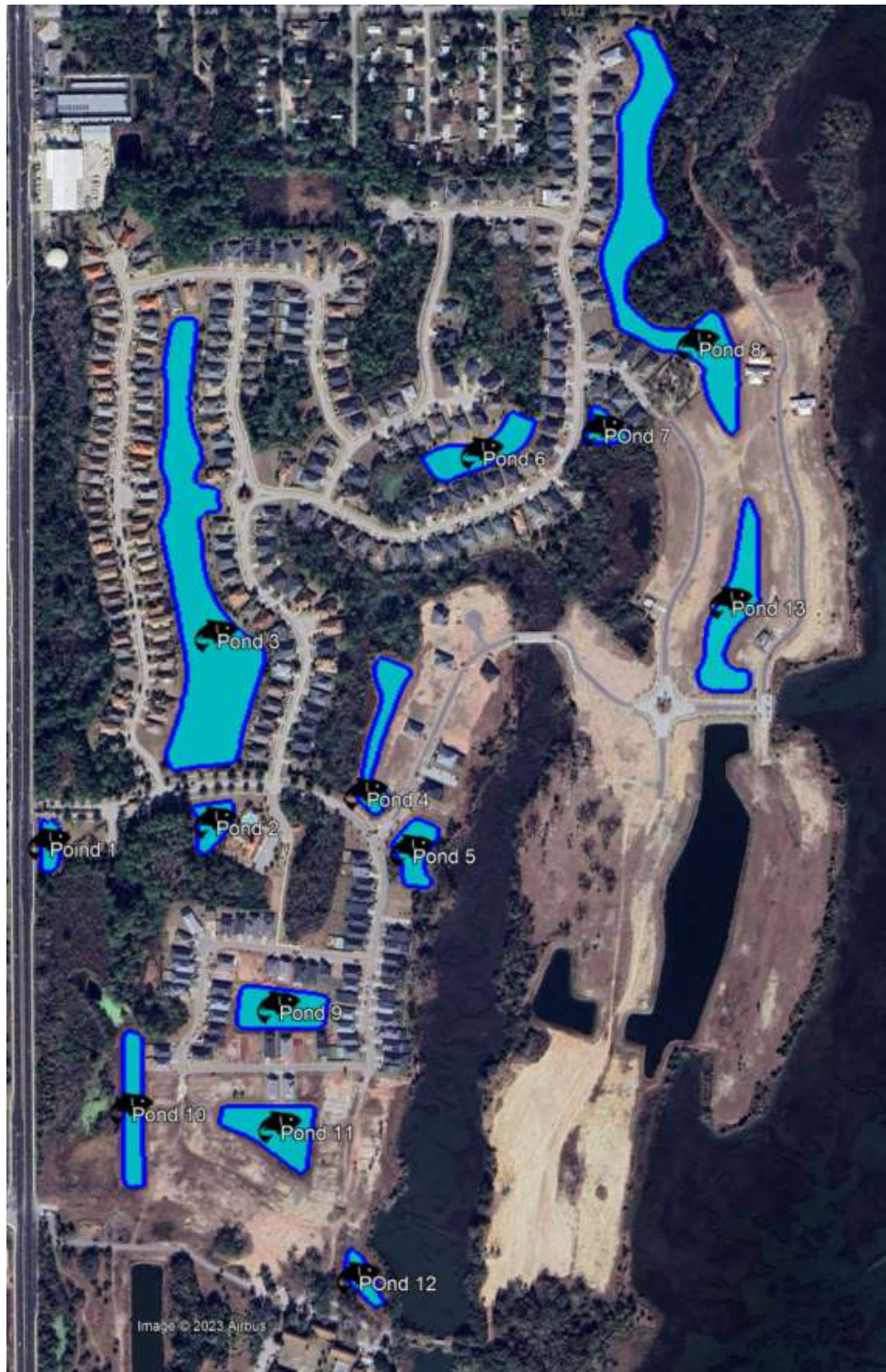
PAYMENT TERMS. SOLitude shall invoice Customer per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. Once approved, Agreement will be sent for signature.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Investment: \$1,370 Monthly (\$16,440 per annum)

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Madeira CDD

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