Madeira
Community Development District

Board of Supervisors’ Meeting
August 26, 2020

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

www.madeiracdd.org
All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
August 19, 2020

Board of Supervisors
Madeira Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Madeira Community Development District will be held on Wednesday, August 26, 2020 at 2:00 p.m. via teleconference at 1-929-205-6099 Meeting ID 680 626 4765, pursuant to Executive Orders 20-52, 20-69, 20-123, 20-150, 20-179 and 20-193, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Following is the agenda for the meeting.

1. CALL TO ORDER/ROLL CALL
2. AUDIENCE COMMENTS ON AGENDA ITEMS
3. BUSINESS ADMINISTRATION
   A. Consideration of the Minutes of the Board of Supervisors’ Special Meeting held June 3, 2020.......................................................Tab 1
   B. Ratification of the Operation and Maintenance Expenditures for May 2020, June 2020 and July 2020....................................................Tab 2
   C. Consideration of Rebate Calculation Services Proposal, LLS Tax Solutions, Arbitrage Services, 2007A and 2007B.................................Tab 3
   D. Consideration of Adjustment to Board Member Seat Numbers
   E. Consideration of Resolution 2020-11, Amending the Location of Public Hearings for Fiscal Year 2020/2021 Budget and Assessment............Tab 4

4. STAFF REPORTS
   A. District Counsel
   B. District Engineer
   C. Landscape Maintenance
      1.) Yellowstone Landscape Report, August 18, 2020.......................Tab 5
   D. District Manager
      1.) Charles Aquatics Pond Report, August 5, 2020............................Tab 6

5. BUSINESS ITEMS
   A. Consideration of Conveyance of Real Property to CDD for CDD Improvements.................................................................Tab 7
   B. Consideration of Proposals for Contract Renewal...............................Tab 8
      1.) Yellowstone Landscape
      2.) Charles Aquatics, Inc.
   C. Ratification of Agreement between St. Johns County Property Appraiser and Madeira CDD.............................................................Tab 9
   D. Public Hearing on Fiscal Year 2020-2021 Final Budget
      1.) Consideration of Resolution 2020-12, Approving Fiscal Year 2020-2021 Final Budget............................................................Tab 10
E. Public Hearing on Imposing Special Assessments
   1.) Consideration of Resolution 2020-13, Imposing Special
       Assessments and Certifying the Assessment Roll.......................Tab 11

F. Consideration of Resolution 2020-14, Designating Date, Time
   and Location of Fiscal Year 2020-2021 Regular Board of
   Supervisors’ Meetings........................................................................Tab 12

G. Consideration of Easement Agreement for Well Usage.......................Tab 13

6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS
7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please
do not hesitate to contact me at (904) 436-6270.
CALL TO ORDER / ROLL CALL
PUBLIC COMMENTS
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 special meeting of the Board of Supervisors of Madeira Community Development District was held on Wednesday, June 3, 2020 at 2:00 p.m. held via teleconference or video conference, pursuant to Executive Orders 20-52, 20-69 and 20-123 issued by Governor DeSantis, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statute. The following was the agenda for the meeting:

Present and constituting a quorum:

Sally Hall  
Board Supervisor, Chairman

William Lanius  
Board Supervisor, Vice Chairman

John Moore  
Board Supervisor, Assistant Secretary

Doug Maier  
Board Supervisor, Assistant Secretary

Chris Shee  
Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher  
District Manager, Rizzetta & Company, Inc.

Wes Haber  
District Counsel, Hopping Green & Sams, P.A.

Scott Barnes  
Account Manager, Yellowstone Landscape

John Distler  
Representative, Yellowstone Landscape

Public members were present.

FIRST ORDER OF BUSINESS  
Call to Order

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

SECOND ORDER OF BUSINESS  
Public Comments

Ms. Gallagher reopened the meeting up for public comment.

Caller 5960 had comments regarding an E-Blast system.

Caller 3385 had no comment.
Ms. Gallagher re-opened the meeting at 2:24 p.m. due to technical difficulties with the conferencing communications media in use and took additional public comment. Eight (8) callers had no comment, caller 4813 requested a barrier fence on Pescado, caller 2144 had comments regarding the Tesoro Park, caller 5897 had comments regarding Poiseden Builders, caller 7105 had comments regarding grasses, caller 3984 had comments regarding the new landscaping looking good, caller 4311 had comments regarding Hotwire, the proposed budget and the election process.

THIRD ORDER OF BUSINESS
Consideration of the Minutes of the Board of Supervisors’ Regular Meeting held February 26, 2020

On a motion by Ms. Hall, seconded by Mr. Moore, with all in favor, the Board approved the Minutes of the Regular Meeting held February 26, 2020 as amended to correct the 4th Order, 2nd Motion, for Madeira Community Development District.

FOURTH ORDER OF BUSINESS
Ratification of Operation and Maintenance Expenditures for February 2020, March 2020 and April 2020

On a motion by Mr. Maier, seconded by Ms. Hall, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2020 in the amount of $13,500.52, March 2020 in the amount of $11,875.50 and April 2020 in the amount of $27,145.88 for Madeira Community Development District.

FIFTH ORDER OF BUSINESS
Approval of Annual Audit Report, Fiscal Year Ending September 30, 2019

On a motion by Mr. Laniu, seconded by Ms. Hall, with all in favor, the Board accepted the Audit Report for Period Ending September 30, 2019 for Madeira Community Development District.

SIXTH ORDER OF BUSINESS
Consideration of Resolution 2020-08, Re-Designating a Secretary

On a motion by Ms. Hall, seconded by Mr. Moore, with all in favor, the Board adopted Resolution 2020-08, Re-Designating Bob Schleifer as Secretary for Madeira Community Development District.
SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-09, Amending Bank Signatories

On a motion by Mr. Maier, seconded by Ms. Hall, with all in favor, the Board adopted Resolution 2020-09, amending Resolution 2006-23 and adding Assistant Treasurer as an Authorized Signatory to Operating Accounts for Madeira Community Development District.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
Mr. Haber reviewed the General and Landowner Election processes to answer the question presented in the Public Comment section of the meeting.

B. District Engineer
Not present.

C. Landscape Maintenance
1.) Yellowstone Landscape Report, May 2020
2.) Consideration of Oak Pruning Proposal
Mr. Barnes reviewed his landscape report found under Tab 6 of the agenda and then the oak pruning proposal. The proposal was tabled while additional information was being obtained from Yellowstone’s Arborist.
Mr. Barnes then briefly reviewed the proposals for two (2) irrigation wells (Exhibit A). Discussions ensued.

D. District Manager
Ms. Gallagher briefly reviewed the pond report found under Tab 8 of the agenda.

NINTH ORDER OF BUSINESS

Presentation of Registered Voter Count

Ms. Gallagher noted that per correspondence received from the St. Johns County Supervisor of Elections Office, there were 311 registered voters as of April 16, 2020 within the District. She also noted that the qualification period for the General Election is 12:00 p.m. June 8, 2020 through 12:00 p.m. June 12, 2020 and that interested candidates should contact the St. Johns County Supervisor of Elections.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2020-10, Setting Landowner Election

On a motion by Mr. Maier, seconded by Mr. Shee, with all in favor, the Board adopted Resolution 2020-10, Setting the Landowner Election for November 9, 2020 at 11:00 a.m. at the Office of Rizzetta & Company located at 2806 North Fifth Street, Unit 403, St. Augustine, FL 32084 for Madeira Community Development District.
ELEVENTH ORDER OF BUSINESS  
Consideration of Resolution 2020-11,  
Fiscal Year 2020-2021 Proposed  
Budget and Setting Public Hearing  

Ms. Gallagher reviewed the Proposed Budget for Fiscal Year 2020-2021 and answered questions.  

Mr. Shee left the meeting in progress.  

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board adopted Resolution 2020-11, Approving Fiscal Year 2020-2021 Proposed Budget and Setting the Public Hearing for August 26, 2020 at 2:00 p.m. to be held at the St. Johns County Airport Conference Center or should the Airport not be available alternatively at the Courtyard by Marriott located at 2075 State Road 16, St. Augustine, FL 32084 with final determination regarding the meeting location being made prior to the public hearing being noticed, for Madeira Community Development District.  

The Board then went on to further discuss irrigation wells.  

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board authorized Mr. Maier to make the final determination on the cost share arrangement and determine the reasonable allocation for the HOA payment to the CDD and finalize and approve proposals for irrigation wells in both locations presented (Exhibit A) for Madeira Community Development District.  

TWELFTH ORDER OF BUSINESS  
Supervisor Requests  

Mr. Maier provided a Hotwire update that he expected final connections by June 18, 2020.  

THIRTEENTH ORDER OF BUSINESS  
Adjournment  

On a motion by Mr. Maier, seconded by Mr. Moore, with all in favor, the Board adjourned the meeting at 3:42 p.m. for Madeira Community Development District.
Secretary/Assistant Secretary

Chairman/Vice Chairman
Exhibit A
Proposed For

Arendale Holdings / Ponce Associates, LLC
1548 The Greens Way Suite, #6
Jacksonville Beach, FL 32250

Location
Maralinda Dr & US 1
St. Augustine, FL 32095

Property Name: Madeira Amenity Center

Irrigation Well And Pump Installation (Amenity Center)

The installation of (1) new 4" well w/ 5HP single phase submersible pump that will be responsible for watering existing, Madeira CDD Commons Areas, Madeira Amenity Center, and all new landscape in Phase 1C & 2B. The connection of new pump source to existing mainline and the extension of mainline to new Phases 1C & 2B. Ball valves will be installed on new mainline to accommodate watering needs for future expansion. 2 Wire irrigation controller will be installed for new phases.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation Cost</td>
<td>1.00</td>
<td>$31,907.71</td>
<td>$31,907.71</td>
</tr>
</tbody>
</table>

Install a 4" well approximately 300' deep, install a 5 horsepower single phase pump, install 85 gallon tank, install a 2" cycle stop valve, permits fees included. Please note this total does not include any electrical- will require 2 pole 50 Amp service.

Client Notes

1 Year Warranty On All Parts and Labor

<table>
<thead>
<tr>
<th>SUBTOTAL</th>
<th>$31,907.71</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALES TAX</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$31,907.71</td>
</tr>
</tbody>
</table>

Signature

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 outside 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.
Assigned To
Antonio Perez-Mejia
Office:
aperez@yellowstonelandscape.com

Contact
Print Name:
Title:
Date:
Proposal For
Arendale Holdings / Ponce Associates, LLC
1548 The Greens Way Suite, #6
Jacksonville Beach, FL 32250
main: 904-482-1127
mobile: 904-759-1395

Location
Maralinda Dr & US 1
St. Augustine, FL 32095

Property Name: Madeira CDD

Irrigation Well And Pump Installation (Lift Station)

Terms: Net 30

The installation of new 4" well with 3 phase 7.5 HP submersible pump that will feed existing Madeira CDD Common Areas and Madeira Amenity Center. This will be looped in with new well location at Amenity Center.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of 4&quot; 3 phase 7.5 hp submersible pump with 108 gpm liquid end at 65 PSI, install a 2&quot; galvanized drop pipe, install well seal, connection to irrigation system, install 2&quot; cycle stop, install starter box, install 2&quot; brass check valve, install a fiberglass pressurized tank, install a double bolted well flange seal, install a 4&quot; x 3&quot; PVC well to the Florida Aquifer approximately 300', well provide all permits for project, Haul off all drilling spoils- includes up to loads, includes all electrical.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>$32,442.01</td>
<td>$32,442.01</td>
<td></td>
</tr>
</tbody>
</table>

Client Notes

1 Year Warranty On All New Parts and Labor.

______________________
Signature

______________________
Employee

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

Antonio Perez-Mejia
Office:
aperez@yellowstonelandscape.com
Tab 2
Operation and Maintenance Expenditures
May 2020
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2020 through May 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: $38,807.01

Approval of Expenditures:

__________________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Aquatics, Inc.</td>
<td>001676</td>
<td>38677</td>
<td>Monthly Aquatic Management- 6 ponds 05/20</td>
<td>$ 435.00</td>
</tr>
<tr>
<td>City of St. Augustine</td>
<td>001677</td>
<td>37545-00 04/20</td>
<td>21 Portada Dr Irrigation 04/20</td>
<td>$ 1,881.50</td>
</tr>
<tr>
<td>City of St. Augustine</td>
<td>001677</td>
<td>37572-00 04/20</td>
<td>12 Pescado Dr Irrigation 04/20</td>
<td>$ 152.08</td>
</tr>
<tr>
<td>Comcast</td>
<td>001672</td>
<td>8495 74 310</td>
<td>Acct# 8495 74 310 1318970 04/20</td>
<td>$ 109.55</td>
</tr>
<tr>
<td>Envera</td>
<td>001675</td>
<td>690007</td>
<td>Additional Resident Count 04/01/20-05/31/20</td>
<td>$ 32.00</td>
</tr>
<tr>
<td>Florida Power &amp; Light</td>
<td>001678</td>
<td>FPL Summary</td>
<td>FPL Summary 04/20</td>
<td>$ 1,081.75</td>
</tr>
<tr>
<td>Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hopping Green &amp; Sams</td>
<td>001679</td>
<td>114572</td>
<td>General Legal Services 03/20</td>
<td>$ 2,437.50</td>
</tr>
<tr>
<td>Rizzetta &amp; Company, Inc.</td>
<td>001673</td>
<td>INV0000049264</td>
<td>District Management Fees 05/20</td>
<td>$ 4,065.25</td>
</tr>
<tr>
<td>Rizzetta Technology Services, LLC</td>
<td>001674</td>
<td>INV0000005795</td>
<td>Website Hosting Services 05/20</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001680</td>
<td>JAX 72614</td>
<td>Monthly Landscape Maintenance 11/19</td>
<td>$ 1,913.00</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001681</td>
<td>STAUG 106506</td>
<td>Monthly Landscape Maintenance 05/20</td>
<td>$ 1,913.00</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001680</td>
<td>STAUG 110160</td>
<td>Plant Installation 05/20</td>
<td>$ 18,512.38</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001680</td>
<td>STAUG 113235</td>
<td>Irrigation Repairs 05/20</td>
<td>$ 435.00</td>
</tr>
</tbody>
</table>
# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yellowstone Landscape</td>
<td>001680</td>
<td>STAUG 77261</td>
<td>Monthly Landscape Maintenance 01/20</td>
<td>$ 1,913.00</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001680</td>
<td>STAUG 91711</td>
<td>Monthly Landscape Maintenance 03/20</td>
<td>$ 1,913.00</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001680</td>
<td>STAUG 98990</td>
<td>Monthly Landscape Maintenance 04/20</td>
<td>$ 1,913.00</td>
</tr>
</tbody>
</table>

Report Total: $ 38,807.01
Operation and Maintenance Expenditures
June 2020
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2020 through June 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:  $18,122.04

Approval of Expenditures:

______________________________

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

**June 1, 2020 Through June 30, 2020**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Aquatics, Inc.</td>
<td>001690</td>
<td>38902</td>
<td>Monthly Aquatic Management- 6 ponds 06/20</td>
<td>$ 435.00</td>
</tr>
<tr>
<td>City of St. Augustine</td>
<td>001687</td>
<td>37545-00 05/20</td>
<td>21 Portada Dr Irrigation 05/20</td>
<td>$ 4,256.31</td>
</tr>
<tr>
<td>City of St. Augustine</td>
<td>001687</td>
<td>37572-00 05/20</td>
<td>12 Pescado Dr Irrigation 05/20</td>
<td>$ 46.04</td>
</tr>
<tr>
<td>Comcast</td>
<td>001686</td>
<td>8495 74 310</td>
<td>Acct# 8495 74 310 1318970 05/20</td>
<td>$ 109.55</td>
</tr>
<tr>
<td>Envera</td>
<td>001682</td>
<td>691246</td>
<td>Additional Resident Count 05/01/20-06/30/20</td>
<td>$ 8.00</td>
</tr>
<tr>
<td>Envera</td>
<td>001691</td>
<td>691246</td>
<td>Main Entrance Monitoring 07/01/2020 - 07/31/2020</td>
<td>$ 1,678.00</td>
</tr>
<tr>
<td>Florida Power &amp; Light Company</td>
<td>001692</td>
<td>FPL Summary 05/20</td>
<td>FPL Summary 05/20</td>
<td>$ 1,146.49</td>
</tr>
<tr>
<td>Hopping Green &amp; Sams</td>
<td>001688</td>
<td>115107</td>
<td>General Legal Services 04/20</td>
<td>$ 3,495.71</td>
</tr>
<tr>
<td>Rizzetta &amp; Company, Inc.</td>
<td>001683</td>
<td>INV00000050147</td>
<td>District Management Fees 06/20</td>
<td>$ 4,065.25</td>
</tr>
<tr>
<td>Rizzetta Technology Services, LLC</td>
<td>001684</td>
<td>INV0000005896</td>
<td>Website Hosting Services 06/20</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>The Gate Store, Inc.</td>
<td>001689</td>
<td>15192</td>
<td>Monthly Preventative Maintenance 05/20</td>
<td>$ 240.00</td>
</tr>
<tr>
<td>The St. Augustine Record Dept 1261</td>
<td>001693</td>
<td>0000070976</td>
<td>Acct #18515 Legal Advertising 05/20</td>
<td>$ 215.41</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001685</td>
<td>ST AUG 115689</td>
<td>Spring Annual Installation 05/20</td>
<td>$ 413.28</td>
</tr>
</tbody>
</table>
# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yellowstone Landscape</td>
<td>001694</td>
<td>STAUG 117336</td>
<td>Monthly Landscape Maintenance 06/20</td>
<td>$ 1,913.00</td>
</tr>
</tbody>
</table>

Report Total

<table>
<thead>
<tr>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 18,122.04</td>
</tr>
</tbody>
</table>
Operation and Maintenance Expenditures
July 2020
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2020 through July 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:  $15,982.48

Approval of Expenditures:

__________________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
# Madeira Community Development District

**Paid Operation & Maintenance Expenditures**

**July 1, 2020 Through July 31, 2020**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Aquatics, Inc.</td>
<td>001698</td>
<td>39141</td>
<td>Monthly Aquatic Management- 6 ponds 07/20</td>
<td>$ 435.00</td>
</tr>
<tr>
<td>City of St. Augustine</td>
<td>001704</td>
<td>37545-00 06/20</td>
<td>21 Portada Dr Irrigation 06/20</td>
<td>$ 3,817.69</td>
</tr>
<tr>
<td>City of St. Augustine</td>
<td>001704</td>
<td>37572-00 06/20</td>
<td>12 Pescado Dr Irrigation 06/20</td>
<td>$ 42.19</td>
</tr>
<tr>
<td>Comcast</td>
<td>001705</td>
<td>8495 74 310</td>
<td>Acct# 8495 74 310 1318970 06/20</td>
<td>$ 109.55</td>
</tr>
<tr>
<td>Envera</td>
<td>001697</td>
<td>691930</td>
<td>Additional Resident Count 06/01/20-07/31/20</td>
<td>$ 24.00</td>
</tr>
<tr>
<td>Envera</td>
<td>001699</td>
<td>692311</td>
<td>Main Entrance Monitoring 08/01/2020 - 08/31/20</td>
<td>$ 1,690.00</td>
</tr>
<tr>
<td>Florida Power &amp; Light Company</td>
<td>001700</td>
<td>FPL Summary 06/20</td>
<td>FPL Summary 06/20</td>
<td>$ 1,166.89</td>
</tr>
<tr>
<td>Hopping Green &amp; Sams</td>
<td>001701</td>
<td>115757</td>
<td>General Legal Services 05/20</td>
<td>$ 2,458.91</td>
</tr>
<tr>
<td>Rizzetta &amp; Company, Inc.</td>
<td>001695</td>
<td>INV0000050754</td>
<td>District Management Fees 07/20</td>
<td>$ 4,065.25</td>
</tr>
<tr>
<td>Rizzetta Technology Services, LLC</td>
<td>001696</td>
<td>INV000005997</td>
<td>Website Hosting Services 07/20</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>The Gate Store, Inc.</td>
<td>001703</td>
<td>15380</td>
<td>Exit Gate Repair 07/20</td>
<td>$ 160.00</td>
</tr>
<tr>
<td>Yellowstone Landscape</td>
<td>001702</td>
<td>STAUG 124844</td>
<td>Monthly Landscape Maintenance 07/20</td>
<td>$ 1,913.00</td>
</tr>
</tbody>
</table>
Madeira Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2020 Through July 31, 2020

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 15,982.48</td>
</tr>
</tbody>
</table>

Report Total

$ 15,982.48
Tab 3
April 30, 2020

Madeira Community Development District
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to Madeira Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

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

SCOPE OF SERVICES

The procedures that we will perform are as follows:

• Assist in calculation of the bond yield, unless previously computed and provided to us.

• Assist in determination of the amount, if any, of required rebate to the federal government.

• Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.

• Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that
the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ending April 30, 2020, April 30, 2021, and April 30, 2022 is $1,500, which is $500 each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.
ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Madeira Community Development District

By: ________________________________

By: Linda L. Scott
Linda L. Scott, CPA

Print Name ________________________________
Title ________________________________
Date: ________________________________
Consideration of Adjustment to Board Member Seat Numbers
Tab 4
RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2020-11 TO AMEND THE LOCATION OF THE PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2020/2021; 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 the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, due to the current COVID-19 public health emergency, and pursuant to Executive Orders 20-52, 20-69, and 20-193 issued by Governor DeSantis, as such orders may be extended ("Executive Orders"), the Board may use communications media technology for Board meeting in lieu of meeting in person; and

WHEREAS, on June 3, 2020, at a duly noticed public meeting, the District’s Board of Supervisors ("Board") adopted Resolution 2020-11, approving the proposed budget for Fiscal Year 2020/2021 and setting a public hearing on the proposed budget for August 26, 2020 at 2:00 pm via ZOOM media technology or at the St. Johns County Airport Meeting Facility, 4730 Casa Cola Way, St. Augustine, Florida 32095 or alternatively, Courtyard by Marriott, 2017 State Road 16, St. Augustine, Florida 32084; and

WHEREAS, due to the current COVID-19 public health emergency, the location provided in Resolution 2020-11 was unavailable so District Manager, in accordance with the Chairman and District Counsel, changed the location of the public hearing to the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32064 or via ZOOM media technology, and the District Manager caused the notice of the public hearing, with the new location to be published in a newspaper of general circulation in St. Johns County, Florida, consistent with the requirements of Chapters 190 and 197, Florida Statutes; and

WHEREAS, the Board desires to ratify the District Manager’s action in noticing the amended location of the public hearing.

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

SECTION 1. RATIFICATION OF PUBLIC HEARING DATE RESET. The actions of the Board in resetting the public hearing and the District Secretary in publishing the notice of public hearing are hereby ratified. Resolution 2020-11 is hereby amended to reflect that the physical
location of the public hearing as declared in Resolution 2020-11 is amended to reflect Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32064. As provided for in Resolution 2020-11, the public hearing will be held utilizing ZOOM communications media technology in lieu of meeting at the physical location.

SECTION 2. RESOLUTION 2020-11 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2020-11 continue in full force and effect.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 26th day of August, 2020.

ATTEST: MADEIRA COMMUNITY DEVELOPMENT DISTRICT

_____________________________ By:___________________________
Secretary/Assistant Secretary Its:___________________________
District Counsel
Landscape Report
Tab 5
General Maintenance – Things are looking good throughout the property as far as the overall landscape but we have been challenged by some of the normal Summer issues along with the excessive rains and of course, managing COVID protocol for the protection of our team and clients alike.

Fert/Chem – The fert/chem team has been busy feeding the turf along with spot treating for Chinch bugs and disease brought on by the heavy and frequent rains we have been having the past couple of months. The annual preventative treatment that is applied in May is starting to diminish and is requiring spot treatments. The extremely wet conditions coupled with the humid nights has created ideal conditions for fungal activity in both turf and plant material. This requires weekly monitoring by the service crews in order to prevent any widespread damage.

Special Projects –

- All of the Oak trees along Maralinda Drive were pruned on 6/17. This phase has brought these Oak trees to the next level as far as the overall height and gave the trees a much better look. There will probably be another phase in 2021 in order to remove some additional dead wood and any other crossing branches, along with some branch elevation.
- The Medjool palms at the main entrance are scheduled to be pruned the week of 8/24. This will involve the removal of all seed pods and lower hanging fronds in order to maintain the required standard of 3 and 9.
- New “Fall” annual color will be installed in September which should carry us to our “Winter” show on November/December.
Thanks,

Scott Barnes | Senior Account Manager

Best Management Practices Certified

Certified Pest Control Operator – Lawn & Ornamental

Yellowstone Landscape

3235 North State Street, PO Box 849, Bunnell, FL 32110

Ph: 386.437.6211 ext. 138 | Cell: 904.669.6019 | www.yellowstonelandscape.com
District Manager
Tab 6
Service Report

Date: August 5, 2020  July Service  Biologist: Clayton Wilford
Client: Madeira

Waterways: Six storm water ponds

Pond 1: Previous treatment was highly effective. Picked up minor trash from the shoreline. Added pond dye for algae prevention.
**Pond 2:** Had a very good kill on the perimeter vegetation. Added pond dye for algae prevention.

**Pond 3:** Previous treatment killed all of the perimeter weeds. Picked up minor trash.

**Pond 4:** Had a very good kill on the perimeter weeds. Added pond dye for algae prevention.
Pond 5: Added pond dye for water clarity.

Pond 6: The water level is good, no invasive species noted.
BUSINESS ITEMS
Tab 7
Tab 8
Consideration of Proposals for Contract Renewals
Current Scope
Landscape Maintenance Services Proposal
prepared for
Madeira Community Development District
Aug 19, 2020
Aug 19, 2020

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

Re: Landscape Maintenance Services Proposal for Madeira Community Development District

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

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

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

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

Sincerely,

John Distler, Business Development Manager
Yellowstone Landscape
3863028096
jdistler@yellowstonelandscape.com
SCOPE OF SERVICES SUMMARY

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

LANDSCAPE MAINTENANCE PROGRAM

TURFGRASS SPECIFICATIONS

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

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

Debris Removal
- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
• Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

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

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

PLANT MATERIAL SPECIFICATIONS

Shrubs
• All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
• Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
• Clippings are to be removed by Yellowstone Landscape following pruning.
Tree Maintenance
- Trees will be cleared of sprouts from trunk. “Lifting” of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

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

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

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

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.

- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.

- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.

- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.

- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.

- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

Annual Flower Installations

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.

- All soils are to be roto-tilled after removing and prior to installing new flowers.

- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.

- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

MULCH

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

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

YELLOWSTONE LANDSCAPE PERSONNEL

Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.

Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.

Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.

Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.

All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client’s property. Pedestrians have the right-of-way and service vehicles are expected to yield.

All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.

Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

ADDITIONAL PROVISIONS

Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.

Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. For more than a decade since, we’ve been linked by a common goal to better serve our clients, sharing our experience in landscape maintenance, landscape installation, landscape enhancement, and tree care services.

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

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

Quick Facts About Yellowstone Landscape:

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

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

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

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

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

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

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

Hermann Park; Houston, Texas; 2017
Walton Riverwood; Atlanta, Georgia; 2017
Legacy of Leesburg; Leesburg, Florida; 2017
Swan and Dolphin Resort; Orlando, Florida; 2016
Cane Island Amenity Village; Katy, Texas; 2016
Tradition; Tradition, Florida; 2015
AAA Headquarters; Lake Mary, Florida; 2013
Technology Park Atlanta; Peachtree Corners, Georgia; 2013

Boeing 787 Assembly Facility; North Charleston, South Carolina; 2012
Waldorf Astoria Resort; Orlando, Florida; 2012
Grand Haven; Palm Coast, Florida; 2011
Fleming Island Plantation; Orange Park, Florida; 2010
Hammock Beach Resort; Palm Coast, Florida; 2008
Reunion Resort & Club; Orlando, Florida; 2007
Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients’ residents, employees, guests and their property.

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

Our Commitment to Safety includes:

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

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

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

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

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

Project Name: The City of St Augustine
Client Since: 2013
Services Provided: Landscape Maintenance, Landscape Enhancements
Client Contact Information: Mark Hartley, Streets & Grounds Manager
904-576-7707
mhartley@citystaug.com
At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client Since</th>
<th>Services Provided</th>
<th>Client Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deer Run CDD/Grand Reserve</td>
<td>2008</td>
<td>Landscape Maintenance, Landscape Design, Landscape Enhancement</td>
<td><strong>Alan Sheerer</strong>, Field Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Governmental Management Services</strong></td>
<td>Orlando, FL</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>P</strong>: 407-398-2890</td>
<td><strong>E</strong>: <a href="mailto:Ascheerer@gmscfl.com">Ascheerer@gmscfl.com</a></td>
</tr>
<tr>
<td>Park Place HOA</td>
<td>2019</td>
<td>Landscape Maintenance</td>
<td><strong>JD Applegarth</strong>, Association Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Southern States Management Group</strong></td>
<td>Palm Coast, FL</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>P</strong>: 386-446-6333</td>
<td><strong>E</strong>: <a href="mailto:JDApplegarth@ssmgroupinc.com">JDApplegarth@ssmgroupinc.com</a></td>
</tr>
<tr>
<td>Seaside at Anastasia</td>
<td>2014</td>
<td>Landscape Maintenance, Landscape Design, Landscape Enhancement</td>
<td><strong>Jamie Serenati</strong>, Association Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Coastal Realty Property Management</strong></td>
<td>St Augustine, FL</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>P</strong>: 904-461-0097</td>
<td><strong>E</strong>: <a href="mailto:Jamie.serenati@coastalrealtyfl.com">Jamie.serenati@coastalrealtyfl.com</a></td>
</tr>
<tr>
<td>Sea Pines HOA</td>
<td>2018</td>
<td>Landscape Maintenance, Landscape Design, Landscape Enhancement</td>
<td><strong>Alice Randolph</strong>, Association Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>MAY Management Services</strong></td>
<td>St Augustine, FL</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>P</strong>: 904-461-9708</td>
<td><strong>E</strong>: <a href="mailto:ARandolph@mayresort.com">ARandolph@mayresort.com</a></td>
</tr>
</tbody>
</table>
Client Name: Madeira Community Development District

Property Name: Madeira Community Development District

Billing Address: 2806 N. 5th St
St Augustine, Florida 32084

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

Property Contact: Lesley Gallagher

Contractor: Yellowstone Landscape
PO Box 849
Bunnell, FL 32110

Yellowstone Contact: John Distler

Property Contact Email: LGallagher@rizzetta.com

Yellowstone Contact Email: jdistler@yellowstonelandscape.com

Property Contact Phone: 904-436-6270

Yellowstone Contact Phone: 3863028096

Contract Effective Date: 10/01/2020

Contract Expiration Date: 09/30/2021

Initial Term: One Year

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

Compensation Schedule:

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

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

Presented by: Yellowstone Landscape

Accepted by: Madeira CDD

Printed Name: Brian Wester, Regional Vice President

Printed Name:
## EXHIBIT "A"
### LANDSCAPE MANAGEMENT SERVICES
#### PRICING SHEET

**MADEIRA COMMUNITY DEVELOPMENT DISTRICT**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Core Maintenance Services</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Mowing &amp; Detail Services</strong></td>
<td>$18,506</td>
</tr>
<tr>
<td>Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning up to 10 feet, Weeding &amp; Cleanup</td>
<td></td>
</tr>
<tr>
<td><strong>IPM - Fertilization and Pest Control</strong></td>
<td>$2,800</td>
</tr>
<tr>
<td>Includes Palm &amp; Shrub Fertilization, Turf Fertilization, Pest Control Applications, &amp; Ant Treatments</td>
<td></td>
</tr>
<tr>
<td><strong>Irrigation Inspections</strong></td>
<td>$1,650</td>
</tr>
<tr>
<td>Includes Adjusting Heads &amp; Nozzles, Seasonal Clock Adjustments, Cleaning Out &amp; Maintaining Valve Boxes</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$22,956</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Additional Services - Billed at Time of Service</strong></td>
<td></td>
</tr>
<tr>
<td>Designer Brown Mulch - (Recommend 1x per year)</td>
<td>$3,044</td>
</tr>
<tr>
<td>Includes Bed Prep &amp; Maintenance</td>
<td></td>
</tr>
<tr>
<td>Palm Pruning (Recommend 1x per year)</td>
<td>$1,200</td>
</tr>
<tr>
<td>Annual Flower Rotations (Recommend 4x per year)</td>
<td>$1,660</td>
</tr>
<tr>
<td>Additional Labor (Labourer/Irrigation Tech)</td>
<td>$55-hour/$65-hour</td>
</tr>
</tbody>
</table>

**Grand Total Annual:** $22,956.00  
**Grand Total Monthly:** $1,913.00
Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Visits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mowing &amp; Detail Services</strong></td>
<td>41</td>
</tr>
<tr>
<td>• Shrub Pruning</td>
<td>8</td>
</tr>
<tr>
<td>• Small Tree Pruning</td>
<td>1</td>
</tr>
<tr>
<td><strong>IPM - Fertilization &amp; Pest Control</strong></td>
<td>6</td>
</tr>
<tr>
<td>• Turf Fertilization</td>
<td>4</td>
</tr>
<tr>
<td>• Shrub Fertilization</td>
<td>2</td>
</tr>
<tr>
<td>• Insecticide</td>
<td>2</td>
</tr>
<tr>
<td>• Shrub - Fungicide, Insecticide</td>
<td>2</td>
</tr>
<tr>
<td><strong>Irrigation Inspections</strong></td>
<td>12</td>
</tr>
<tr>
<td><strong>Mulch Installation</strong></td>
<td>As Requested</td>
</tr>
<tr>
<td><strong>Palm Pruning</strong></td>
<td>As Requested</td>
</tr>
<tr>
<td><strong>Annual Flower Installation</strong></td>
<td>As Requested</td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

4/1/2021

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

INSURED
YLG Holdings, Inc.
3235 N State Street
P.O. Box 849
Bunnell FL 32110

CONTACT
NAME: FAX:
PHONE: A/C, No.:
E-MAIL: A/C, No.:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Starr Indemnity & Liability Company 38318
INSURER B: Great American Insurance Company 16691

COVERAGES MAIN CERTIFICATE NUMBER: 16647677 REVISION NUMBER: XXXXXXX

INSR LTR TYPE OF INSURANCE ADDL/SUBR INSURABLE WINDS POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR N N 1000100115201 4/1/2020 4/1/2021 EACH OCCURRENCE
DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000
MED EXP (Any one person) $5,000
PERSONAL & ADV INJURY $2,000,000
GENERAL AGGREGATE $2,000,000
PRODUCTS - COMP/OP AGG $2,000,000

A ANY AUTO OWNED AUTOS ONLY N N 100063930220 4/1/2020 4/1/2021 COMBINED SINGLE LIMIT (EA accident) $2,000,000
BODILY INJURY (Per person) $XXXXXXX
BODILY INJURY (Per accident) $XXXXXXX
PROPERTY DAMAGE (Per accident) $XXXXXXX

B X UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE N N TUU 25455444 02 4/1/2020 4/1/2021 EACH OCCURRENCE $10,000,000
AGGREGATE $10,000,000

DED RETENTION $ 50

A ANY PROPRIETORD PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED? N/A
A AND EMPLOYERS LIABILITY MANATORY IN NH? Y N

X PER STATUTE OTHER

E.L. EACH ACCIDENT $1,000,000
E.L. DISEASE - EA EMPLOYEE $1,000,000
E.L. DISEASE - POLICY LIMIT $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS/REFERENCE.

CERTIFICATE HOLDER

16647677
Yellowstone Landscape
3235 North State Street
Bunnell FL 32110 USA

CANCELLATION
See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.
At Yellowstone Landscape, we know that our people are what have made us the company we are today.

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

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

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

We’re proud of our people. We want you to be proud of your landscape service partner.
Additional Proposed Areas
Landscape Maintenance Services Proposal
prepared for
Madeira at St Augustine CDD
Development Addendum
May 04, 2020
May 04, 2020

Lesley Gallagher
Rizzetta & Company
2806 N. 5th St
St Augustine, Florida 32084

Re: Landscape Maintenance Services Proposal for Madeira at St Augustine CDD Development Addendum

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

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

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

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

Sincerely,
John Distler, Business Development Manager
Yellowstone Landscape
3863028096
jdistler@yellowstonelandscape.com
SCOPE OF SERVICES SUMMARY

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

LANDSCAPE MAINTENANCE PROGRAM

TURFGRASS SPECIFICATIONS

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

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

Debris Removal
- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
• Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

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

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

PLANT MATERIAL SPECIFICATIONS

Shrubs
• All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
• Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
• Clippings are to be removed by Yellowstone Landscape following pruning.
Tree Maintenance
- Trees will be cleared of sprouts from trunk. “Lifting” of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

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

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

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

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

Annual Flower Installations

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

MULCH

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

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

**YELLOWSTONE LANDSCAPE PERSONNEL**

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

**ADDITIONAL PROVISIONS**

- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. For more than a decade since, we’ve been linked by a common goal to better serve our clients, sharing our experience in landscape maintenance, landscape installation, landscape enhancement, and tree care services.

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

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

Quick Facts About Yellowstone Landscape:

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

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

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Client Since</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hammock Beach Resort</td>
<td>2002</td>
</tr>
<tr>
<td>Heritage Park of St Augustine</td>
<td>2005</td>
</tr>
<tr>
<td>Ocean Palms HOA</td>
<td>2019</td>
</tr>
<tr>
<td>The City of St Augustine</td>
<td>2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services Provided:</th>
<th>Landscape Design &amp; Installation, Landscape Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Landscape Design &amp; Installation, Landscape Maintenance</td>
</tr>
<tr>
<td></td>
<td>Landscape Design &amp; Installation, Landscape Maintenance</td>
</tr>
<tr>
<td></td>
<td>Landscape Maintenance, Landscape Enhancements</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Contact Information:</th>
<th>Carlton Grant, Regional Managing Director Hammock Beach Resort</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>407-396-3181</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:cgrant@reunionresort.com">cgrant@reunionresort.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Contact Information:</th>
<th>Jennifer Presson, Association Manager Associa CMC-Jacksonville</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>225 Hefferon Dr</td>
</tr>
<tr>
<td></td>
<td>St. Augustine, FL 32084</td>
</tr>
<tr>
<td></td>
<td>904-367-8532</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Contact Information:</th>
<th>Alice Randolph, Association Manager 230 San Nicolas Way</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>St Augustine, FL 32080</td>
</tr>
<tr>
<td></td>
<td>904-461-9708</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:arandolph@mayresort.com">arandolph@mayresort.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Contact Information:</th>
<th>Mark Hartley, Streets &amp; Grounds Manager 904-576-7707</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><a href="mailto:mhartley@citystaug.com">mhartley@citystaug.com</a></td>
</tr>
</tbody>
</table>
At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Services Provided</th>
<th>Client Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deer Run CDD/Grand Reserve</td>
<td>Landscape Maintenance, Landscape Design, Landscape Enhancement</td>
<td>Alan Sheerer, Field Manager Governmental Management Services Orlando, FL P: 407-398-2890 E: <a href="mailto:Ascheerer@gmscfl.com">Ascheerer@gmscfl.com</a></td>
</tr>
<tr>
<td>Park Place HOA</td>
<td>Landscape Maintenance</td>
<td>JD Applegarth, Association Manager Southern States Management Group Palm Coast, FL P: 386-446-6333 E: <a href="mailto:JDApplegarth@ssmgrouipinc.com">JDApplegarth@ssmgrouipinc.com</a></td>
</tr>
<tr>
<td>Seaside at Anastasia</td>
<td>Landscape Maintenance, Landscape Design, Landscape Enhancement</td>
<td>Jamie Serenati, Association Manager Coastal Realty Property Management St Augustine, FL P: 904-461-0097 E: <a href="mailto:jamie.serenati@coastalrealtyfl.com">jamie.serenati@coastalrealtyfl.com</a></td>
</tr>
<tr>
<td>Sea Pines HOA</td>
<td>Landscape Maintenance, Landscape Design, Landscape Enhancement</td>
<td>Alice Randolph, Association Manager MAY Management Services St Augustine, FL P: 904-461-9708 E: <a href="mailto:ARandolph@mayresort.com">ARandolph@mayresort.com</a></td>
</tr>
</tbody>
</table>
## MADEIRA AT ST AUGUSTINE CDD DEVELOPMENT

### Core Maintenance Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mowing &amp; Detail Services</td>
<td>$26,520</td>
</tr>
<tr>
<td>Includes Mowing, Edging, String Trimming, Shrub Pruning, Weeding &amp; Cleanup</td>
<td></td>
</tr>
<tr>
<td>IPM - Fertilization and Pest Control</td>
<td>$1,160</td>
</tr>
<tr>
<td>Includes Palm &amp; Shrub Fertilization, Turf Fertilization, Pest Control Applications, &amp; Ant Treatments</td>
<td></td>
</tr>
<tr>
<td>Irrigation Inspections</td>
<td>$1,320</td>
</tr>
<tr>
<td>Includes Adjusting Heads &amp; Nozzles, Seasonal Clock Adjustments, Cleaning Out &amp; Maintaining Valve Boxes</td>
<td></td>
</tr>
</tbody>
</table>

**Total** $29,000

---

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grand Total Annual:</strong></td>
<td>$29,000.00</td>
</tr>
<tr>
<td><strong>Grand Total Monthly:</strong></td>
<td>$2,416.67</td>
</tr>
</tbody>
</table>
Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Visits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mowing &amp; Detail Services</td>
<td>40</td>
</tr>
<tr>
<td>Additional Areas Requested (non lake bank)</td>
<td></td>
</tr>
<tr>
<td>IPM - Fertilization &amp; Pest Control</td>
<td>4</td>
</tr>
<tr>
<td>Irrigation Inspections</td>
<td>12</td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFEWS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
P.O. Box 2412
Daytona Beach, FL 32115-2415

CONTACT NAME: Eileen Peacock
PHONE (386) 944-6504
FAX (386) 333-6117
EMAIL speacock@3bdaytona.com

INSURER(S) AFFORDING COVERAGE NAIC #
UNITED SPECIALTY INSURANCE COMPANY 12537

INURED
YELLOWSTONE LANDSCAPE, INC
3235 N STATE STREET
PO BOX 849
Bunnell, FL 32110

INSURER A: United Specialty Insurance Company 12537
INSURER B: Travelers Property Casualty Company of America 25674
INSURER C: Great American Insurance Company 16891
INSURER D: The Charter Oak Fire Insurance Company 25615
INSURER E: American Guarantee and Liability Insurance Company 26247

COVERAGE REVISION NUMBER:
CERTIFICATE NUMBER: 19-20

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR
A
B
C
D
E

TYPE OF INSURANCE
COMMERCIAL GENERAL LIABILITY
PESTICIDE & HERBICIDE
COMMERCIAL GENERAL LIABILITY
RENTED AUTO LIABILITY
UMBRELLA LIABILITY
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
EXCESS LIABILITY

ADDITIONAL LIMITS
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR
CLAIMS-MADE OCCUR

POLICY NUMBER
ATNAT:1914413
TC2JCAP9069521919
TUU254554401
UB2N1103271951D
AEC346775300

POLICY EFFECT
04/30/2019
04/30/2019
04/30/2019
04/30/2019
04/30/2019
04/30/2019

POLICY EXPIRY
04/30/2020
04/30/2020
04/30/2020
04/30/2020
04/30/2020
04/30/2020


d $1,000,000
$100,000
$5,000
$1,000,000
$2,000,000
$2,000,000
$1,000,000
$1,000,000
$10,000
$10,000
$10,000,000
$10,000,000
$10,000

LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER
YELLOWSTONE LANDSCAPE INC
3235 N STATE ST
PO BOX 849
BUNNELL, FL 32110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD
© 1988–2015 ACORD CORPORATION. All rights reserved.
LICENSES & CERTIFICATIONS

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: July 30, 2019
File No.: JB8253
Expires: July 31, 2020

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: July 31, 2020
AT
3235 N STATE STREET
BUNNELL, FL 32110

YELLOWSTONE LANDSCAPE
PO BOX 849
BUNNELL, FL 32110

Lawn and Ornamental

NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: November 4, 2019
File No.: JF166537
Expires: June 1, 2020

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: June 1, 2020

SCOTT B BARNES
22 MEDJO DR
SAINT AUGUSTINE, FL 32085

Lawn and Ornamental

NICOLE "NIKKI" FRIED, COMMISSIONER
Licenses & Certifications

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date:
January 3, 2020

File No.:
JE42146

Expires:
July 31, 2020

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2020

YELLOWSTONE LANDSCAPE
BUNNELL, FL 32110

JAMES W IRVINE
YELLOWSTONE LANDSCAPE
PO BOX 949
BUNNELL, FL 32110

Certified Operator

NICOLE “NIKKI” PRIED, COMMISSIONER

YELLOWSTONE LANDSCAPE
Licenses & Certifications

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Scott Barnes

has successfully met all requirements necessary to be fully trained through
the Green Industries Best Management Practices Program developed by the
Florida Department of Environmental Protection with the University of
Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey  
Issuer

J. Sowards  
Instructor

1/28/2010  
Date of Class

Neath Ritchie  
DEP Program Administrator

Not valid without seal
James M. Herth

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

ISA

Certification Number  FL-6437A  Aug 15, 2012
Certified Since  Dec 31, 2018
Expiration Date
At Yellowstone Landscape, we know that our people are what have made us the company we are today.

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

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

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

We’re proud of our people. We want you to be proud of your landscape service partner.
Current Scope
Aquatic Management Agreement

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

Name_ Madeira CDD c/o Rizzetta & Company________________________________________________________

Address_ 2806 North 5th St, Unit 403______________________________________________________________

City_ St Augustine_ State_ FL_ Zip_ 32084_______________________________________________________

Phone_ 904-436-6270_ Fax_ E-Mail_ lgallagher@rizzetta.com_________________________________________

Hereinafter called “CLIENT”.

1) Charles Aquatics, Inc., agrees to provide aquatic management services in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location(s): Six (6) ponds located in Madeira Community Development District in St Augustine, FL.

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

   a) Monthly Aquatic Management Services $ 435-
   b) Comprehensive Service Reports following each treatment $ Included
   c) Pollution Liability Insurance $ Included
   d) Grass Carp stocking (Upon Approval) $ 7.50/fish
   e) Permitting for Grass Carp $ Included
   f) Fabrication and Installation of Aluminum Fish Barriers $ 45/sq. ft
   g) Excessive Construction Trash Collection $ 75/hour

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.                  Client

Sign______________________________

Print_____________________________

Date____________________________

(Aquatic Management Agreement continued on page 2)

Charles Aquatics, Inc. 6869 Phillips Parkway Drive S Jacksonville, FL 32256
Phone: 904-997-0044 Fax: 904-807-9158
www.charlesaquatics.com
4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.

5) Aquatic management services stated in this Agreement will commence within ten (10) days of the execution of this Agreement by the CLIENT.

6) The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by the CLIENT to Charles Aquatics, Inc. on or before October 1, 2020.

Terms and Conditions

1) Control Methods - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:

   a) Chemical Control - Chemical control consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and 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.

   b) Biological Control - Biological control consists of the stocking of weed eating fish, primarily triploid grass carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.

   c) Mechanical Removal - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. Mechanical removal of aquatic weeds may be performed at an additional cost to the Client. This Service is not included in this agreement but available for an additional fee.

   d) Trash Removal – Trash removal consists of the physical removal of minor trash floating within and from the areas immediately surrounding the Client’s waterway(s) and may be provided at no additional cost.

2) Disclosure - CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

   a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water. YES NO INITIALS
   b) Water from the treated waterway(s) is used for irrigation. YES NO INITIALS
   c) Water from the treated waterway(s) is used for human or animal consumption. YES NO INITIALS
   d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated. YES NO INITIALS
   e) Any special use of treated waterway which may conflict with treatments. YES NO INITIALS
   f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway. YES NO INITIALS
   g) Restrictions on the use of any aquatic herbicides or algacides in the waterways to be treated. YES NO INITIALS
   h) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating. YES NO INITIALS

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

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

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

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

   (Aquatic Management Agreement continued page 3)
3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this Agreement, **Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.

4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **CLIENT**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.

5) **Effective Date** - The effective date of this Agreement is the first day of the month in which aquatic management services are first provided.

6) **Termination** - Termination of this Agreement may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** In the event that **Charles Aquatics, Inc.** installs aluminum fish barriers at their cost and the contract is terminated by **CLIENT**, the **CLIENT** must reimburse **Charles Aquatics, Inc.** for the barriers.

7) **Renewal** - Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **CLIENT** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers’ Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.

9) **Disclaimer** - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this Aquatic Management Agreement on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**

11) **Monthly Payments** - The monthly amount is firm for the entire term of the original Agreement. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.

12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**

13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this Agreement, and reasonable attorneys’ fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.

14) **Assignment of the Agreement** - This Agreement is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**

15) **Alterations and Modifications** - This three (3) page Agreement constitutes the entire Agreement of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.
Additional Proposed Areas
Aquatic Management Agreement

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

Name_ Madeira CDD c/o Rizzetta & Company___________________________________________
Address 2806 North 5th St, Unit 403____________________________________________________
City St Augustine State FL Zip 32084____________________________________________________
Phone 904-436-6270 Fax __________ E-Mail lgallagher@rizzetta.com_______________________

Hereinafter called “CLIENT”.

1) Charles Aquatics, Inc., agrees to provide aquatic management services in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location(s): Six (6) additional ponds located in Madeira Community Development District in St Augustine, FL.

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

   a) Monthly Aquatic Management Services $ 376. __
   b) Comprehensive Service Reports following each treatment $ Included
   c) Pollution Liability Insurance $ Included
   d) Grass Carp stocking (Upon Approval) $ 7.50/fish
   e) Permitting for Grass Carp $ Included
   f) Fabrication and Installation of Aluminum Fish Barriers $ 45/sq. ft
   g) Excessive Construction Trash Collection $ 75./hour

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. 

Client

Sign__________________________
Print__________________________
Date__________________________

(Aquatic Management Agreement continued on page 2)
Terms and Conditions

1) Control Methods - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this Agreement for the control of aquatic weeds:

   a) Chemical Control - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.

   b) Biological Control - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. CLIENT acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.

   c) Mechanical Removal - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. Mechanical removal of aquatic weeds may be performed at an additional cost to the Client. This Service is not included in this agreement but available for an additional fee.

   d) Trash Removal – Trash removal consists of the physical removal of minor trash floating within and from the areas immediately surrounding the Client’s waterway(s) and may be provided at no additional cost.

2) Disclosure - CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

   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 have been mitigated (government required aquatic planting) or are scheduled to be mitigated.

   e) Any special use of treated waterway which may conflict with treatments.

   f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.

   g) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.

   h) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.

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

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

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

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

(Aquatic Management Agreement continued page 3)
3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc., will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.

4) **Access** - CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by Charles Aquatics, Inc. and the CLIENT. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.

5) **Effective Date** - The effective date of this Agreement is the first day of the month in which aquatic management services are first provided.

6) **Termination** - Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received by Charles Aquatics, Inc. In the event that Charles Aquatics, Inc. installs aluminum fish barriers at their cost and the contract is terminated by the CLIENT, the CLIENT must reimburse Charles Aquatics, Inc. for the barriers.

7) **Renewal** - Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of CHARLES AQUATICS, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

8) **Insurance Coverage** - Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers’ Compensation coverage is also provided. Charles Aquatics, Inc. will submit copies of current insurance certificates upon request.

9) **Disclaimer** - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

10) **Authorized Agent** - CLIENT warrants that he is authorized to execute this Aquatic Management Agreement on behalf of the riparian owner and to hold Charles Aquatics, Inc., harmless for consequences of such service not arising out of the sole negligence of Charles Aquatics, Inc.

11) **Monthly Payments** - The monthly amount is firm for the entire term of the original Agreement. CLIENT understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. CLIENT agrees to reimburse CHARLES AQUATICS, Inc. for any bank charges resulting from a returned check for insufficient funds.

12) **Damages** - Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of Charles Aquatics, Inc.

13) **Non-Payment, Default** - In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right following written notice to the CLIENT to terminate this Agreement, and reasonable attorneys’ fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.

14) **Assignment of the Agreement** - This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.

15) **Alterations and Modifications** - This three (3) page Agreement constitutes the entire Agreement of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
Tab 9
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ST. JOHNS COUNTY PROPERTY APPRAISER
AND MADEIRA COMMUNITY DEVELOPMENT DISTRICT

This Memorandum of Understanding (“MOU”) dated ___________ 2020 is made between the Madeira Community Development District, a local unit of special purpose government (“District”), and the St. Johns County Property Appraiser, a constitutional officer of the State of Florida (“Property Appraiser”). The parties agree as follows:

WHEREAS, the parties have a need for Property Assessment Records and GIS digital data for operation of certain functions; and
WHEREAS, the Property Appraiser, receives requests pursuant to Chapter 119, Florida Statutes, to protect information that is confidential and exempt from public disclosure; and
WHEREAS, the Property Appraiser redacts Property Assessment Records and GIS digital data based on such requests; and
WHEREAS, the District requires access to the unredacted Property Assessment Records and GIS digital data for proper functioning of governmental functions; and
WHEREAS, the parties desire to protect information that is confidential and exempt from disclosure pursuant to Florida Statutes.

NOW THEREFORE, the parties agree as follows:

1. The recitals above are hereby incorporated and made a part of this MOU.
2. The Property Appraiser will update and maintain the Property Assessment Records and GIS ownership data to protect the information that has been identified as confidential and exempt from public disclosure pursuant to Section 119.071(4)d.2., Fla. Stat., or other applicable Statute (“Exempt Information”) and will include a reference to the statutory citation under which the exemption is being claimed. During the regularly scheduled update, the Property Appraiser, will save a file containing all data (both exempt and non-exempt); the file will be placed in a secure location with access available to the District. The Property Appraiser will be responsible for creating, maintaining and hosting the secure location available to the District. The data will be made available in a file format deemed appropriate by the Property Appraiser according to the nature of the data and placed in the secure folder created, maintained and hosted by the Property Appraiser. The Property Appraiser will provide credentials for access to the secure location and the District assumes responsibility for restricting access to data provided.
3. The District will update and maintain the data to protect the Exempt Information and will include a reference to the statutory citation under which the exemption is being claimed.
4. The District will share the confidential data corresponding to the confidential and exempt Property Assessment Records and GIS ownership data provided by the Property Appraiser, with the District and it’s statutorily authorized district manager, including the statutory citation under which the exemption is being claimed.
5. The parties agree to maintain the Exempt Information as confidential and exempt from public disclosure pursuant to Florida Statutes.
6. The parties agree to implement, maintain and update appropriate security measures and permissions within their respective networks to ensure that confidential data is only accessible by appropriate employees or agents in full compliance with Florida Law and administrative regulations. In
addition, each party agrees to provide its employees with appropriate training to ensure the lawful access and use of such confidential information.

7. The parties agree to provide the redacted records and the applicable statutory exemption identified by the Property Appraiser and the District when responding to a public records request that would include any portion of the Exempt Information.

8. Each party agrees to be responsible for the negligent acts of its officers, agents and employees. As between the parties, subject to the limitation of Section 768.28 Fla. Stat. Each party assumes the responsibility for the intentional or negligent acts or omissions of its employees. This provision shall not be deemed a waiver of the sovereign immunity afforded the parties by Florida law, the provisions of Section 768.28 Fla. Stat. or a consent to be sued by third parties.

9. This MOU may be terminated immediately by any party upon written notification to the other parties. Any dispute or conflict between the parties that arises from the implementation of the Agreement shall be provided in writing to representatives of the parties. The representatives shall meet to discuss disputed issue(s) and attempt in good faith to resolve such dispute(s).

10. Any modifications to this MOU must be made in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their respective duly authorized officers.

ST. JOHNS COUNTY PROPERTY APPRAISER

________________________________
Eddie Creamer, PROPERTY APPRAISER

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

________________________________
District Chairman
Public Hearing on Fiscal Year 2020-2121 Final Budget
Tab 10
RESOLUTION 2020-12

THE ANNUAL APPROPRIATION RESOLUTION OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors ("Board") of the Madeira Community Development District ("District") proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021") 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, 2021.”

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 2020/2021, 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:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL GENERAL FUND</td>
<td>$____________</td>
</tr>
<tr>
<td>DEBT SERVICE FUND</td>
<td>$____________</td>
</tr>
<tr>
<td>TOTAL ALL FUNDS</td>
<td>$____________</td>
</tr>
</tbody>
</table>

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, Florida Statutes, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed $10,000 or 10% of the original appropriation.
c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

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

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. 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 26th DAY OF AUGUST, 2020.

ATTEST:  MADEIRA COMMUNITY DEVELOPMENT DISTRICT

__________________________________________  By: _________________________________
Secretary/Assistant Secretary

Its: _________________________________
Exhibit A
Madeira
Community Development District
madeiracdd.org

Proposed Budget for Fiscal Year 2020-2021

Presented by: Rizzetta & Company, Inc.

2806 N. Fifth Street
Suite 403
St. Augustine, Florida 32084
Phone: 904-436-6270
rizzetta.com
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund Budget Account Category Descriptions</td>
<td>1</td>
</tr>
<tr>
<td>Reserve Fund Budget Account Category Descriptions</td>
<td>7</td>
</tr>
<tr>
<td>Debt Service Fund Budget Account Category Descriptions</td>
<td>8</td>
</tr>
<tr>
<td>General Fund Budget for Fiscal Year 2020-2021</td>
<td>9</td>
</tr>
<tr>
<td>Reserve Fund Budget for Fiscal Year 2020-2021</td>
<td>12</td>
</tr>
<tr>
<td>Debt Service Fund Budget for Fiscal Year 2020-2021</td>
<td>13</td>
</tr>
<tr>
<td>Assessments Charts for Fiscal Year 2020-2021</td>
<td>14</td>
</tr>
</tbody>
</table>
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 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: 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 offset 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 bars, 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 day operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District’s adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

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

District Engineer: The District’s engineer provides general engineering services to the District. 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 various accounts relating to the bond issues.

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

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

Accounting Services: Services include the preparation and delivery of the District’s financial statements in accordance with governmental accounting standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, 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 issues bonds and incurs debt.

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

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

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. Items for which the District will advertise include meeting schedules, special meeting notices, and public hearings, 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.

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. 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, lift station pumps, etc.

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

Utility - Recreation Facility: The District may budget separately for its recreation and 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, and maintaining 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: Expenses related to replacing beneficial aquatic plants which may or may not have been required by other governmental entities.

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

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

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

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

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets owned by the District.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District.
Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

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.

Athletic/Park Court/Field Repairs: Expenses 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.
**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 to 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 offset 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.
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 therein 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 is a combination of the principal and interest payment to satisfy the annual repayment of the bond issued in debt.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Assessments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Roll</td>
<td>$65,174</td>
<td>$67,414</td>
<td>$66,665</td>
<td>$749</td>
<td>$91,831</td>
<td>$25,166</td>
<td>Updated Prior Year, to be updated prior to public hearing</td>
</tr>
<tr>
<td>Off Roll</td>
<td>$180,204</td>
<td>$227,837</td>
<td>$227,837</td>
<td>$-</td>
<td>$250,843</td>
<td>$23,006</td>
<td>Updated Prior Year, to be updated prior to public hearing</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>$245,378</td>
<td>$295,251</td>
<td>$294,502</td>
<td>$749</td>
<td>$342,674</td>
<td>$48,172</td>
<td></td>
</tr>
<tr>
<td>1. Balance forward from prior year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL REVENUES AND BALANCE</td>
<td>$245,378</td>
<td>$295,251</td>
<td>$294,502</td>
<td>$749</td>
<td>$342,674</td>
<td>$48,172</td>
<td></td>
</tr>
<tr>
<td>ADMINISTRATIVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legislative</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor Fees</td>
<td>$2,563</td>
<td>$2,563</td>
<td>$2,750</td>
<td>$187</td>
<td>$2,819</td>
<td>$69</td>
<td>Based on Estimate Provided</td>
</tr>
<tr>
<td>Financial Administrative</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Engineer</td>
<td>$2,253</td>
<td>$2,704</td>
<td>$1,500</td>
<td>$(1,204)</td>
<td>$2,000</td>
<td>$500</td>
<td>Mailed Notice</td>
</tr>
<tr>
<td>Financial &amp; Revenue Collections</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting Services</td>
<td>$3,875</td>
<td>$3,875</td>
<td>$3,875</td>
<td>$-</td>
<td>$3,875</td>
<td>-</td>
<td>Based on Current Engagement</td>
</tr>
<tr>
<td>Auditing Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arbitrage Calculation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Officials Liability Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dues, Licenses &amp; Fees</td>
<td>$175</td>
<td>$175</td>
<td>$175</td>
<td>$-</td>
<td>$175</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Fees</td>
<td>$668</td>
<td>$1,336</td>
<td>$500</td>
<td>$(836)</td>
<td>$500</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Dues, Licenses &amp; Fees</td>
<td>$668</td>
<td>$1,336</td>
<td>$500</td>
<td>$(836)</td>
<td>$500</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Fees</td>
<td>$500</td>
<td>$1,500</td>
<td>$500</td>
<td>$(1,000)</td>
<td>$500</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Subtotal</td>
<td>$81,689</td>
<td>$105,042</td>
<td>$90,833</td>
<td>$(14,209)</td>
<td>$102,524</td>
<td>$11,691</td>
<td></td>
</tr>
<tr>
<td>OPERATIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Public Notice</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to the adoption of the budget. New line item based on meeting.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Security</td>
<td>$14,297</td>
<td>$23,200</td>
<td>$28,000</td>
<td>$352</td>
<td>$28,000</td>
<td>$4,800</td>
<td>Based on 12 hour monitoring To Also include Internet</td>
</tr>
<tr>
<td>Facility Maintenance Repairs</td>
<td>$2,066</td>
<td>$3,100</td>
<td>$5,000</td>
<td>$1,900</td>
<td>$5,000</td>
<td>$800</td>
<td>Includes Preventative Maintenance Agreement and Termite Bond</td>
</tr>
<tr>
<td>Electric Utility Services</td>
<td>$116</td>
<td>$139</td>
<td>$150</td>
<td>$11</td>
<td>$150</td>
<td>$587</td>
<td>Estimated to increase in FY 2020/21 Due to Increased Irrigation and Wells.</td>
</tr>
<tr>
<td>Street Lights</td>
<td>$11,488</td>
<td>$13,786</td>
<td>$15,000</td>
<td>$1,214</td>
<td>$15,000</td>
<td>$1,214</td>
<td></td>
</tr>
<tr>
<td>Water-Sewer Combination Services</td>
<td>$32,196</td>
<td>$38,635</td>
<td>$36,500</td>
<td>$(2,135)</td>
<td>$27,950</td>
<td>$(8,550)</td>
<td>Wells to be installed in FY 2020/21.</td>
</tr>
<tr>
<td>Stormwater Control</td>
<td>$4,350</td>
<td>$5,590</td>
<td>$9,000</td>
<td>$3,410</td>
<td>$11,856</td>
<td>$2,856</td>
<td>Proposed to include additional ponds FY 2020/21.</td>
</tr>
<tr>
<td>General Liability &amp; Property Insurance</td>
<td>$5,585</td>
<td>$5,585</td>
<td>$5,774</td>
<td>$189</td>
<td>$6,144</td>
<td>$370</td>
<td>Based on estimate provided.</td>
</tr>
<tr>
<td>Landscape &amp; Irrigation Maintenance</td>
<td>$23,221</td>
<td>$29,076</td>
<td>$42,000</td>
<td>$12,924</td>
<td>$57,860</td>
<td>$15,860</td>
<td>Proposed to include additional landscape areas in FY 2000/201. Based on proposal received.</td>
</tr>
<tr>
<td>Landscape Replacement Plants &amp; Trees</td>
<td>$21,877</td>
<td>$21,877</td>
<td>$15,000</td>
<td>$(6,877)</td>
<td>$15,000</td>
<td>$(6,877)</td>
<td>FY 2019/20 Included Dwarf Oleander Installation and Main Entry Island Enhancement.</td>
</tr>
<tr>
<td>Miscellaneous Expense</td>
<td>$12,075</td>
<td>$12,075</td>
<td>$7,500</td>
<td>$(4,575)</td>
<td>$7,500</td>
<td>$(4,575)</td>
<td>Irrigation repairs, Guard House refurbishment &amp; Oak trimming FY 2019/20.</td>
</tr>
<tr>
<td>Road &amp; Street Facilities</td>
<td>$9,059</td>
<td>$10,059</td>
<td>$8,000</td>
<td>$(2,059)</td>
<td>$8,000</td>
<td>$(2,059)</td>
<td>FY 2019/20 Included LED Landscape Lighting &amp; Decorative Light LED Conversion.</td>
</tr>
<tr>
<td>Entry &amp; Wall Maintenance</td>
<td>$4,560</td>
<td>$5,472</td>
<td>$6,000</td>
<td>$528</td>
<td>$6,000</td>
<td>$528</td>
<td>Included Pressure Washing.</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$0</td>
<td>$2,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Arbor &amp; Fence Maintenance &amp; Repairs</td>
<td>$350</td>
<td>$350</td>
<td>$1,000</td>
<td>$650</td>
<td>$1,000</td>
<td>$650</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>$12,075</td>
<td>$12,075</td>
<td>$7,500</td>
<td>$(4,575)</td>
<td>$7,500</td>
<td>$(4,575)</td>
<td></td>
</tr>
</tbody>
</table>

Proposed Budget
Madeira Community Development District
General Fund
Fiscal Year 2020/2021
### Chart of Accounts Classification

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Contingency</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Operations Subtotal</td>
<td>$143,340</td>
<td>$187,764</td>
<td>$203,669</td>
<td>$15,905</td>
<td>$240,150</td>
<td>$36,481</td>
<td></td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>$225,029</td>
<td>$292,806</td>
<td>$294,502</td>
<td>$1,696</td>
<td>$342,674</td>
<td>$48,172</td>
<td></td>
</tr>
<tr>
<td>EXCESS OF REVENUES OVER EXPENDITURES</td>
<td>$20,349</td>
<td>$2,445</td>
<td>-</td>
<td>$2,445</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

### FY 2019/20 Included ADA Website Migration, & Possible Cost Share for Installation of Irrigation Wells. FY 20/21 Proposed to Include Storm Drain Cleaning & Improvements to New CDD Tracts.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual YTD through 07/31/20</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>-</td>
</tr>
<tr>
<td>Projected Annual Totals 2019/2020</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>-</td>
</tr>
<tr>
<td>Annual Budget for 2019/2020</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>-</td>
</tr>
<tr>
<td>Projected Budget Variance for 2019/2020</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>-</td>
</tr>
<tr>
<td>Budget for 2020/2021</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>-</td>
</tr>
<tr>
<td>Budget Increase (Decrease) vs 2019/2020</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$25,500</td>
<td>-</td>
</tr>
<tr>
<td>Comments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to

**Proposed Budget**
Madeira Community Development District
Reserve Fund
Fiscal Year 2020-2021
## Chart of Accounts Classification

<table>
<thead>
<tr>
<th>Chart of Accounts Classification</th>
<th>Series 2007A</th>
<th>Series 2007B</th>
<th>Budget for 2020/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Assessments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Special Assessments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$334,740.08</td>
<td>$0.00</td>
<td>$334,740.08</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial &amp; Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Obligation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Subtotal</td>
<td>$334,740.08</td>
<td>$0.00</td>
<td>$334,740.08</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$334,740.08</td>
<td>$0.00</td>
<td>$334,740.08</td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUES OVER EXPENDITURES</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

6.0%

**Gross assessments**

$356,106.47

**Notes:**

- Tax Roll Collection Costs (2%) and Early payment Discounts (4%) is a total of a roll deducted net of tax roll assessments. See Assessment Table.
- Amounts reduced to reflect acceleration of certain assessments.

Madeira Community Development District
Fiscal Year 2020/2021
### Madeira Community Development District

**FISCAL YEAR 2020/2021 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019/2020</th>
<th>2020/2021</th>
<th>Proposed Increase / Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2020/2021 O&amp;M Budget</strong></td>
<td>N/A</td>
<td>$368,174.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Collection Cost @ 2.0%</td>
<td>N/A</td>
<td>$7,833.49</td>
<td>N/A</td>
</tr>
<tr>
<td>Early Payment Discount @ 4.0%</td>
<td>N/A</td>
<td>$15,666.98</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total: 2020/2021 Total:</strong></td>
<td>N/A</td>
<td>$391,674.47</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>2019/2020 O&amp;M Budget</strong></td>
<td>N/A</td>
<td>$320,002.00</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Difference:</strong></td>
<td>N/A</td>
<td>$48,172.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

#### PER UNIT ANNUAL ASSESSMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>2019/2020</th>
<th>2020/2021</th>
<th>N/A</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service - SF 50 (Platted) (1)(2)</td>
<td>N/A</td>
<td>$1,465.32</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 50</td>
<td>N/A</td>
<td>$319.79</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
<td>$1,785.11</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Debt Service - SF 55 (Platted)</td>
<td>N/A</td>
<td>$1,665.96</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 55</td>
<td>N/A</td>
<td>$296.14</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,962.10</td>
<td>$2,017.73</td>
<td>$55.63</td>
<td>2.84%</td>
</tr>
<tr>
<td>Debt Service - SF 65 (Platted)</td>
<td>N/A</td>
<td>$1,805.32</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 65</td>
<td>N/A</td>
<td>$349.98</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,155.30</td>
<td>$2,221.04</td>
<td>$65.74</td>
<td>3.05%</td>
</tr>
<tr>
<td>Debt Service - SF 65 - Partial (Platted) (3)</td>
<td>N/A</td>
<td>$1,805.32</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 65</td>
<td>N/A</td>
<td>$349.98</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,155.30</td>
<td>$1,386.84</td>
<td>$768.46</td>
<td>-35.65%</td>
</tr>
<tr>
<td>Debt Service - SF 75 (Platted)</td>
<td>N/A</td>
<td>$1,943.62</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 75</td>
<td>N/A</td>
<td>$403.83</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,347.45</td>
<td>$2,423.30</td>
<td>$75.85</td>
<td>3.23%</td>
</tr>
<tr>
<td>Debt Service - SF 75 - Partial (Platted) (3)</td>
<td>N/A</td>
<td>$1,943.62</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 75</td>
<td>N/A</td>
<td>$403.83</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,347.45</td>
<td>$1,464.57</td>
<td>$882.88</td>
<td>-37.61%</td>
</tr>
<tr>
<td>Debt Service - SF 85 (Platted)</td>
<td>N/A</td>
<td>$2,082.98</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 85</td>
<td>N/A</td>
<td>$457.67</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,540.65</td>
<td>$2,530.62</td>
<td>$85.97</td>
<td>3.38%</td>
</tr>
<tr>
<td>Debt Service - Condo (Unplatted) (1)</td>
<td>N/A</td>
<td>$1,248.94</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - Condo</td>
<td>N/A</td>
<td>$269.22</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,518.16</td>
<td>$1,785.11</td>
<td>$266.95</td>
<td>17.58%</td>
</tr>
<tr>
<td>Debt Service - SF 50 (Unplatted) (1)(2)</td>
<td>N/A</td>
<td>N/A</td>
<td>$1,785.11</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 50</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>N/A</td>
<td>$1,785.11</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Debt Service - SF 65 (Unplatted) (1)</td>
<td>N/A</td>
<td>N/A</td>
<td>$1,785.11</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations/Maintenance - SF 65</td>
<td>N/A</td>
<td>N/A</td>
<td>$165.34</td>
<td>7.67%</td>
</tr>
<tr>
<td></td>
<td>SF 70 (Unplatted)</td>
<td>SF 75 (Unplatted)</td>
<td>SF 85 (Unplatted)</td>
<td>Commercial (Unplatted)</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Debt Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1)</td>
<td>(1)</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,051.45</td>
<td>$2,082.98</td>
<td>$2,313.83</td>
<td>$154.58</td>
</tr>
<tr>
<td>Operations/Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>N/A</td>
<td>$2,499.15</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Debt Service - SF 75</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$2,486.81</td>
<td>$2,677.66</td>
<td>$190.85</td>
<td>7.67%</td>
</tr>
<tr>
<td>Debt Service - SF 85</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$2,771.50</td>
<td>$3,034.69</td>
<td>$263.19</td>
<td>9.50%</td>
</tr>
<tr>
<td>Debt Service - Commercial</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$558.41</td>
<td>$634.26</td>
<td>$75.85</td>
<td>13.58%</td>
</tr>
</tbody>
</table>

(1) Certain debt service assessments revised per the Reallocation Report dated October 23, 2019.
(2) Development plan updated to include two new product types (SF 50’ and SF 70’).
(3) Series 2007A partial payoffs received for 2 lots, thus the annual debt service assessments have been reduced accordingly.
## MADEIRA COMMUNITY DEVELOPMENT DISTRICT

### FISCAL YEAR 2020/2021 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

<table>
<thead>
<tr>
<th>TOTAL O&amp;M BUDGET</th>
<th>$368,174.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECTION COSTS @</td>
<td>2.0%</td>
</tr>
<tr>
<td>EARLY PAYMENT DISCOUNT</td>
<td>4.0%</td>
</tr>
<tr>
<td>TOTAL O&amp;M ASSESSMENT</td>
<td>$391,674.47</td>
</tr>
</tbody>
</table>

### UNITS ASSESSED

<table>
<thead>
<tr>
<th>SERIES 2007A DEBT</th>
<th>ALLOCATION OF O&amp;M ASSESSMENT</th>
<th>PER LOT ANNUAL ASSESSMENT DEBT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT SIZE</td>
<td>O&amp;M</td>
<td>SERVICE (1)(2)</td>
</tr>
<tr>
<td>Platted Parcels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 50'</td>
<td>0.50</td>
<td>74.50</td>
</tr>
<tr>
<td>Single Family 55'</td>
<td>0.50</td>
<td>26.50</td>
</tr>
<tr>
<td>Single Family 65'</td>
<td>0.65</td>
<td>8.45</td>
</tr>
<tr>
<td>Single Family 65’ (Partial)</td>
<td>0.65</td>
<td>0.65</td>
</tr>
<tr>
<td>Single Family 75'</td>
<td>0.75</td>
<td>54.75</td>
</tr>
<tr>
<td>Single Family 75’ (Partial)</td>
<td>0.75</td>
<td>0.75</td>
</tr>
<tr>
<td>Single Family 85'</td>
<td>0.85</td>
<td>17.85</td>
</tr>
<tr>
<td>Total Platted</td>
<td>327</td>
<td>257</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unplatted Lands</th>
<th>Planned Units</th>
<th>Per Lot Annual Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 50'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 55'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 65'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 65’ (Partial)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 75'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family 75’ (Partial)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Unplatted</td>
<td>603</td>
<td>603</td>
</tr>
</tbody>
</table>

| Total Community | 930 | 860 | 612.40 | 100.00% | $391,674.47 | | | | |

Less: St. Johns County Collection Costs (2%) and Early Payment Discount Costs (4%) ($23,500.47)

Net Revenue to be Collected $368,174.00

Reflects sixty-one (61) prepayments.

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

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

Annual assessment that will appear on November 2020 St. Johns County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.
Some amounts are subject to acceleration of debt service assessments.
Public Hearing on Imposing Special Assessments
Tab 11
RESOLUTION 2020-13

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 2020/2021; 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, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"), 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 2020/2021; 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 are due in full on December 1, 2020; 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, 2020 and 50% due no later than April 1, 2021; **Operation and Maintenance Assessments** – 25% due November 1, 2020, 25% due February 1, 2021, 25% due May 1, 2021, and 25% due August 1, 2021. 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 2020/2021, 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 is 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 26th day of August, 2020.

ATTEST: ____________________________________________________________
Secretary / Assistant Secretary

_____________________________   By: ________________________________
MADEIRA COMMUNITY DEVELOPMENT
DISTRICT

Its: ________________________________

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)
Exhibit A
Will be Attached As
Fiscal Year
2020-2021
Final Budget
Exhibit B

Assessment Roll

Assessment Roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.
Tab 12
RESOLUTION 2020-14

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

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

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

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

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

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

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

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

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

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

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY
EXHIBIT “A”

BOARD OF SUPERVISORS MEETING DATES
MADEIRA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021

October 28, 2020
February 24, 2021
May 26, 2021
August 25, 2021

All meetings will convene at 2:00 p.m.
at the Holiday Inn Express – located at
2300 State Road 16
St. Augustine, FL 32084.
This Agreement ("Agreement") is made and entered into this ____ day of ________, 2020, 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, and whose address is 2806 North 5th Street, Suite 403, St. Augustine, Florida 32084 ("District"), and

Barton and Elizabeth Stone, residents of the District, whose address is 87 Portada Drive, Saint Augustine, Florida 32095 ("Resident” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District currently provides landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, the Resident owns an irrigation well on the residential property located at 87 Portada Drive, Saint Augustine, Florida 32095 (the “Resident’s Property”); and

WHEREAS, the District desires to enter into an agreement with the Resident for access and use of the irrigation well, connection lines and any related equipment (the “Well”); and

WHEREAS, the District and the Resident warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Resident, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. USE OF THE WELL. The Resident permits the District’s connection and use of the Well in accordance with the plans attached hereto as Exhibit A and incorporated herein by reference. The District shall use water from the Well to irrigate only the property identified on the map attached hereto as Exhibit B and incorporated herein by reference (the “District’s Property”). The District shall use a separate battery-operated clock to control the District’s scheduled irrigation and shall be responsible for proper use of the clock. The Resident and the District hereby agree
that the Resident shall not be responsible for ensuring that the Well provides sufficient water to irrigate the District’s Property and the Resident shall not be responsible for any damage to the District’s property that may arise as a result of the Well not providing sufficient water to irrigate the District’s Property.

3. **DAMAGE TO RESIDENT’S PROPERTY.** In the event that the District’s connection to the Well causes any damage to the Resident’s Property, the District shall repair any and all damage to the Resident’s Property related to the installation of lines connecting the District’s irrigation improvements to the Well.

4. **MAINTENANCE OBLIGATION.**

   A. The Resident shall have no obligation to maintain the District’s irrigation improvements or the District’s Property.

   B. The District shall perform all mowing and maintenance activities on the District’s Property.

5. **INDEMNIFICATION.**

   A. District agrees to defend, indemnify and hold the Resident harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the Resident’s Property by the District, its agents, guests, itself, successors, assigns or contractors of any kind.

   B. Limitation of Liability: Notwithstanding anything to the contrary in this Agreement, neither party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

6. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

7. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this
Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

8. **Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

9. **Termination.** The District agrees that the Resident may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Resident agrees that the District may terminate this Agreement immediately with or without cause by providing thirty (30) days written notice of termination to the Resident. Upon any termination of this Agreement, the Resident shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Resident.

10. **Assignment.** Neither the District nor the Resident may assign this Agreement without the prior written approval of the other.

11. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

12. **Enforcement of Agreement.** In the event that either the District or the Resident is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

13. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Resident relating to the subject matter of this Agreement.

14. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Resident.

15. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and by the Resident, both the District and the Resident have complied with all the requirements of law, and both the District and the Resident have full power and authority to comply with the terms and provisions of this instrument.

16. **Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:
A. If to the District: Madeira Community Development District
2806 North 5th Street, Suite 403
St. Augustine, Florida 32084
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Wesley S. Haber

B. If to the Resident: Barton and Elizabeth Stone
87 Portada Drive
Saint Augustine, Florida 32095

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Resident may deliver Notice on behalf of the District and the Resident. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Resident and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Resident any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Resident and their respective representatives, successors, and assigns.

18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

19. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

20. EFFECTIVE DATE. This Agreement shall become effective on August __, 2020, and shall remain in effect in accordance with the terms set forth in in this Agreement unless
terminated by either of the District or the Resident in accordance with the provisions of this Agreement.

21. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

22. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Resident as an arm's length transaction. The District and the Resident participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**In Witness Whereof,** the parties execute this agreement the day and year first written above.

Attest: ______________________________  ______________________________
Secretary/Assistant Secretary   Chairperson
Board of Supervisors

_____________________________  ________________________________
(Signature of Witness)   By: _____________________________
Its:______________________________

_____________________________
(Print Name of Witness)
Exhibit A: Connection and Use Plans
Exhibit B: Map of Maintenance Area
This Instrument Prepared by:

Wes Haber, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ACCESS, USE AND MAINTENANCE EASEMENT AGREEMENT

This Access, Use and Maintenance Easement Agreement ("Easement Agreement") is made and entered into this ____ day of __________, 2020, by and between:

Barton and Elizabeth Stone, with an address of 87 Portada, St. Augustine, Florida 32095, and all successors in interest, assigns and future owners of property subject to this Agreement (the “Landowner” or “Grantor”); and

Madeira Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, and whose address is 2806 North 5th Street, Suite 403, St. Augustine, Florida 32084 (the “District” or “Grantee”).

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, Landowner is the fee owner of lands within the District, which lands are more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the “Easement Property”); and

WHEREAS, an irrigation well is located on the Easement Property and the District has requested access and use of the Easement Property for purposes of installing connection lines to the irrigation well, and maintenance of the connection lines; and

WHEREAS, the District desires to obtain an access, use and maintenance easement on, over, under, and across the Easement Property for purposes of operation, maintenance, use, repair and replacement of connection line and irrigation facilities herein described ("Easement"); and
WHEREAS, Landowner desires to grant such Easement to the District for the purposes described herein which benefits the Easement Property and the District.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Easement.** Landowner, on behalf of itself and its successors and assigns in interest to the Easement Property, including but not limited to all future owners of the Easement Property, hereby grants to the District a non-exclusive perpetual Easement for the purposes of operation, maintenance, use, repair and replacement, and all actions related thereto, on, in, over, under, upon and through the Easement Property, including but not limited to for the installation of connection lines and related equipment to the irrigation well (the “Well”), together with the right of ingress and egress over, across, upon, and through the Easement Property for purposes of effectuating this grant of Easement. Landowner hereby agrees to bind himself, his successors and his assigns in interest for the aforementioned uses. Notwithstanding the foregoing, Landowner and the District hereby agree that Landowner shall not be responsible for ensuring that the Well provides sufficient water for the District’s irrigation purposes and Landowner shall not be responsible for any damage incurred by the District as a result of the Well not providing sufficient water for the District’s irrigation purposes.

3. **Inconsistent Use.** Landowner agrees and covenants that it shall not grant or exercise any rights in the Easement Property inconsistent with, or which interfere with, the rights herein accorded to the District. This may include, but not be limited to, constructing, or permitting to be constructed, any impediments or structures in the Easement Property.

4. **Indemnification.**
   
   A. District agrees to defend, indemnify and hold the Landowner harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the Easement Property by the District, its agents, guests, itself, successors, assigns or contractors of any kind.

   B. Limitation of Liability: Notwithstanding anything to the contrary in this Agreement, neither party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or
otherwise. Additionally, Landowner agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District’s limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

5. **Authorization.** The execution of this Easement Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **Default.** A default by either party under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

7. **Enforcement of Agreement.** In the event that either the District or Landowner seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

   **If to the District:**
   Madeira Community Development District
   2806 North 5th Street, Suite 403
   St. Augustine, FL 32084
   Attn: District Manager

   **With a copy to:**
   Hopping, Green & Sams, P.A.
   119 South Monroe Street, Suite 300
   Tallahassee, Florida 32301
   Attn: District Counsel

   **If to the Landowner:**
   Barton and Elizabeth Stone
   87 Portada Drive
   Saint Augustine, Florida 32095

   Notice shall be deemed given when received, except that if delivery is not accepted, notice shall
be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Landowner may deliver Notice on behalf of the District and Landowner.

9. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the District and Landowner, and Landowner’s successors and assigns in interest to the Easement Property, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Landowner any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District’s right to protect its rights from interference by a third party.

10. **CONTROLLING LAW AND VENUE.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in St. Johns County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

11. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District in connection with this Easement Agreement shall be treated as public records in accordance with Florida law.

12. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. **BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that the respective parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this instrument.

15. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the District and Landowner.
16. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

**IN WITNESS WHEREOF,** the parties execute this agreement the day and year first written above.

**WITNESSES:**

__________________
Witness Signature
Print Name: __________________

__________________
Witness Signature
Print Name: __________________

**BARTON AND ELIZABETH STONE,** on behalf of himself and herself and successors and assigns in interest to the Easement Property

**STATE OF FLORIDA  )
COUNTY OF ST. JOHNS  )**

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of ______________, 2020, by ____________________.

**NOTARY STAMP:**

Name: __________________________
Personally Known __________________________
OR Produced Identification __________________________
Type of Identification __________________________
WITNESSES:  

Witness Signature  
Print Name:_____________________  ____________________________________  
Chairman, Board of Supervisors  

Witness Signature  
Print Name:____________________  

MADEIRA COMMUNITY DEVELOPMENT DISTRICT  

STATE OF FLORIDA  )  
COUNTY OF ST. JOHNS  )  

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of February, 2020, by ________________, as Chairman of the Board of Supervisors of Madeira Community Development District.

NOTARY STAMP: 

Name:__________________________________  
Personally Known ________________________  
OR Produced Identification ___________________  
Type of Identification ________________________  

Exhibit A: Legal Description of Easement Property
Exhibit A:
Legal Description of Easement Property

LOT 5, MADEIRA AT ST. AUGUSTINE, PHASE 1A – REPLAT, ACCORDING TO THE MAP OR PLAT RECORDED IN MAP BOOK 67, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
Supervisor Requests
ADJOURNMENT