

# Madeira Community Development District

### Board of Supervisors' Meeting October 28, 2025

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

www.madeiracdd.org

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

St. Augustine - St. Johns County Airport Authority 4730 Casa Cola Way
St. Augustine, FL 32095

#### www.madeiracdd.org

**Board of Supervisors** Brian Riddle Chairman

Michael Guida Vice Chairman
Gary Brownell Assistant Secretary

Orville Dothage, III

Laurie Collier

Assistant Secretary
Assistant Secretary
Assistant Secretary

**District Manager** Lesley Galagher Rizzetta & Company, Inc.

Ben Pfuhl Rizzetta & Company, Inc

**District Counsel** Wes Haber Kutak Rock, LLP

**District Engineer** Alex Acree Matthews - DCCM

Mike Silverstein Matthews - DCCM

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

#### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.madeiracdd.org</u>

Board of Supervisors
Madeira Community
Development District
FINAL AGENDA
Dear Board Members:

October 21, 2025

#### **FINAL AGENDA**

The meeting of the Board of Supervisors of Madeira Community Development District will be held on **October 28, 2025, at 10:00 a.m.** at the St. Augustine - St. Johns County Airport Authority 4730 Casa Cola Way St. Augustine, FL 32095.

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- 2. AUDIENCE COMMENTS ON AGENDA ITEMS
- 3. BUSINESS ADMINISTRATION

	Consideration of Minutes of the Board of Supervisors' Meeting held     September 30, 2025	Tab 1
	B. Ratification of Operation & Maintenance Expenditures for	
	September 2025	Tab 2
4.	STAFF REPORTS - PART A	
	A. District Engineer	Tab 3
	Review of Phase 1 Drainage Inspection Priority Report	
	2. Consideration of ADA Ramp Inspection Proposal	
	3. Consideration of 2025 SJRWMD Permit Inspection Proposal –	
	Under Separate Cover	Tob 1
	B. Landscape Manager – Yellowstone Report	Tab 4
_	C. Pond Report	
5.	BUSINESS ITEMS	
	A. Consideration of Tesoro Island/Park Arborist Inspection Proposal(s)	Tab 5

- G. Consideration of Proposal(s) for Gate Post and Sign Painting *Under Separate Cover*

#### 6. STAFF REPORTS – PART B

- A. District Counsel
  - 1. Presentation Regarding Supervisor Roles Under Separate Cover
  - B. District Manager
    - 1. Update on Goals and Objectives
- 7. SUPERVISOR REQUESTS & AUDIENCE COMMENTS
- 8. 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.

Sincerely,

Lesley Gallagher
District Manager

### Tab 1

Page 1

#### **MINUTES OF MEETING** 1 2 3 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 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. 6 7 8 MADEIRA 9 **COMMUNITY DEVELOPMENT DISTRICT** 10 11 The **Special** meeting of the Board of Supervisors of Madeira Community Development District was held on **September 30, 2025, at 10:00 a.m.** at the St. 12 Augustine - St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, FL 13 14 32095. 15 16 Attendance: 17 Brian Riddle **Board Supervisor, Chairman** 18 **Board Supervisor, Vice Chairman** 19 Michael Guida 20 Orville Dothage **Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary** Gary Brownell 21 Laurie Collier **Board Supervisor, Assistant Secretary** 22 23 24 Also present were: 25 26 Ben Pfuhl District Manager, Rizzetta & Company, Inc. Lesley Gallagher District Manager, Rizzetta & Company, Inc. 27 Wes Haber District Counsel, Kutak Rock, LLP 28 29 Mike Silverstein District Engineer, Matthews Design/DCCM **Account Manager, JAX Blue Water** 30 John Pastore Developer, Arendale Holdings 31 Bill Lanius 32 33 Audience present. 34 FIRST ORDER OF BUSINESS CALL TO ORDER/ROLL CALL 35 36 Mr. Riddle called the meeting to order at 10:00 a.m. and read the roll. 37 38 39 SECOND ORDER OF BUSINESS **AUDIENCE COMMENTS ON AGENDA ITEMS** 40 41 42 Audience present; No Audience Comments at this time. 43 44 45

46

Page 2

#### 47 THIRD ORDER OF BUSINESS

CONSIDERATION OF MINUTES OF THE BOARD OF SUPERVISORS' MEETING HELD JULY 22, 2025

49 50

48

On a motion by Mr. Dothage, seconded by Mr. Brownell, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held July 22, 2025, for Madeira Community Development District.

51 52

#### FOURTH ORDER OF BUSINESS

CONSIDERATION OF MINUTES OF THE BOARD OF SUPERVISORS' MEETING HELD AUGUST 26, 2025

54 55

53

On a motion by Mr. Dothage, seconded by Mr. Brownell, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held August 26, 2025, for Madeira Community Development District.

56 57

#### FIFTH ORDER OF BUSINESS

RATIFICATION OF OPERATION & MAINTENANCE EXPENDITURES FOR JUNE, JULY, & AUGUST 2025

58 59 60

On a motion by Mr. Dothage, seconded by Mr. Brownell, with all in favor, the Board ratified the Operation & Maintenance Expenditures for June 2025 in the amount of \$11,794.79, July 2025 in the amount of \$40,032.60, and August 2025 in the amount of \$43,195.90, for Madeira Community Development District.

61 62

#### SIXTH ORDER OF BUSINESS

STAFF REPORTS – PART A

63 64 65

#### A. District Engineer

66 67 Mr. Silverstein reviewed his drainage inspection report with the Board (Exhibit A).

68 69 The Board requested he prioritize the underdrains noted in his inspection report and provide an update at the next meeting.

70 71

The Board discussed water buildup in the island across from Tesoro Park.

72 73

Mr. Silverstein noted it may be designed to retain water to support the trees and will provide a proposal for DCCM's arborist to evaluate whether lowering the drain would negatively affect the trees.

75 76

74

Ms. Collier volunteered to monitor the island.

77 78 79

The Board discussed sidewalks throughout the community to ensure current ADA requirements are met. Mr. Silverstein will bring a proposal to inspect ADA ramp grading; Ms. Collier will send approximately seven locations she identified.

80 81

82 83	B. Landscape Manager
84 85 86	Mr. Riddle reviewed the Yellowstone report and discussed failure of both well pumps. The Yellowstone and East Coast Wells proposals (Exhibit B) were reviewed.
87	
	On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board approved the East Coast Wells proposal in the amount of \$14,500, for Madeira Community Development District.
88 89 90	C. Pond Maintenance
91 92	Mr. Pastore reviewed his report and noted there were no water quality concerns at this time.
93 94 95 96	Mr. Pastore reviewed the proposal for 70 linear feet of SOX Shoreline Erosion Control, found under Tab 9 of the Agenda, with the Board.
	On a motion by Mr. Brownell, seconded by Ms. Collier, with all in favor, the Board approved the Bluewater Environmental SOX Shoreline Erosion Control Proposal in the amount of \$6,440.00 for Madeira Community Development District.
97 98 99	SEVENTH ORDER OF BUSINESS  CONSIDERATION OF GATE REPLACEMENT PROPOSALS
100 101 102 103	Mr. Brownell reviewed the two gate replacement proposals, found under Tab 5 of the Agenda, with the Board, and presented a breakdown of two proposals (Exhibit C).
	On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board approved The Gate Store Replacement proposal for new gates and lighting in the amount of \$59,090 with an additional \$4,136.30 authorized for contingency with approval by Mr. Brownell, for Madeira Community Development District.
104 105 106	EIGHTH ORDER OF BUSINESS  CONSIDERATION OF HOLIDAY LIGHTING PROPOSAL
107 108 109 110	Mr. Pfuhl reviewed the holiday lighting proposal from Joy Lights, found under Tab 6 of the Agenda, with the Board.
- <b></b> -	On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board approved the Joy Light's Holiday Lighting Proposal in the amount of \$4,622.86, for Madeira Community Development District.

112

113

NINETH ORDER OF BUSINESS	ACCEPTANCE OF FINAL ARBITRAGE REBATE REPORT FOR SERIES 2007AB
	ls. Collier, with all in favor, the Board accepted Series 2007AB, for Madeira Community
TENTH ORDER OF BUSINESS	CONSIDERATION OF ARBITRAGE ENGAGEMENT LETTERS FOR SERIES 2025
	d by Mr. Guida, with all in favor, the Board ers for Series 2025, for Madeira Community
ELEVENTH ORDER OF BUSINESS	CONSIDERATION OF RESOLUTION 2025-15; SETTING DATE, TIME AND LOCATION OF REGULAR MEETINGS FY 2025/2026
Mr. Riddle reviewed meeting frequency and	recommended additional meetings.
	found in Tab 10 of the Agenda, removing the er 3, 2025 and a January 27, 2026 meeting/
	As. Collier, with all in favor, the Board adopted e, and Location of Regular Meetings for FY mmunity Development District.
TWLFTH ORDER OF BUSINESS	DISCUSSION REGARDING ACCESS TO ACCOUNTING SYSTEM
Mr. Brownell reviewed that one Board mer District.	mber could have access at no charge to the
	by Mr. Brownell, with all in favor, the Board ess to the accounting system for Madeira
THIRTEENTH ORDER OF BUSINESS	DISCUSSION REGARDING ENTRY
	PAVERS

147 148 149	FOURTEENTH ORDER OF BUSINESS	DISCUSSION POTHOLES/ROAD RE	REGARDING PAIRS
150 151	Ms. Collier noted coordination with the develop	ers to address potholes i	n the community.
152 153 154	FIFTEENTH ORDER OF BUSINESS	DISCUSSION REGARD AND TRASH CANS	DING BENCHES
154 155 156 157	Ms. Collier recommended replacing benches a U-Line will provide a formal proposal for the ne	<u> </u>	t the community.
158 159 160	SIXTEENTH ORDER OF BUSINESS	RATIFICATION OF INSURANCE POLICY 2025/2026	
161 162 163 164	Mr. Pfuhl reviewed that the Chair had previous requested ratification.	usly approved the insura	nce renewal and
	On a motion by Mr. Dothage, seconded by M the District's insurance renewal for F' Development District.		
165 166 167 168	Mr. Guida reviewed the Workers Compenrecommended approval.	sation policy proposal	(Exhibit E) and
	On a motion by Mr. Guida, seconded by approved the EGIS Workers Compensation for Madeira Community Development District	Policy proposal in the ar	
169 170 171	SEVENTEENTH ORDER OF BUSINESS	STAFF REPORT	– PART B
171 172 173	District Counsel		
174 175 176	Mr. Haber reviewed the memorandum of unde developer regarding requisitions (Exhibit F).	rstanding between the Bo	pard and the
177 178	District Manager		
179 180 181 182 183 184 185	Mr. Pfuhl reviewed his report with the Board.		
186			

## MADEIRA COMMUNITY DEVELOPMENT DISTRICT September 30, 2025, Meeting Minutes Page 6

187 188 189	EIGHTEENTH ORDER OF BUSINESS	SUPERVISOR REQUESTS & AUDIENCE COMMENTS
190	Supervisor Requests:	
191 192 193	Mr. Riddle raised community concerns regarding speed Mr. Brownell recommended installing speed tables, recrosswalk signs. Mr. Brownell will engage the City reg	ducing speed limits, and adding
194	Audience Comments:	
195	An audience member raised a concern regarding the	outlets at the entrance
196	Mr. Brownell stated this will be included in the lighting	g upgrade.
197 198	An audience member raised a concern regarding build authorized hours.	ders/contractors working outside
199	Mr. Guida raised a question about public access to the	e future Kayak Launch.
200 201 202 203	Mr. Lanius explained that currently the launch is experienced which out make it a public amenity. Mr. Lanuse to the bond proceeds for construction and have it HOA.	ius stated he could potentially not
204 205 206	NINETEENTH ORDER OF BUSINESS	ADJOURNMENT
	On a motion by Mr. Riddle, seconded by Mr. Broadjourned the meeting at 12:20 p.m., for Madeira C	
207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222		

#### MADEIRA COMMUNITY DEVELOPMENT DISTRICT September 30, 2025, Meeting Minutes Page 7

223		
224		
225	Secretary/Assistant Secretary	Chairman/Vice Chairman



### Exhibit A



Engineering - Landscape Architecture - Surveying

7 Waldo Street, St. Augustine, FL 32084 | 904.826.1334 | www.matthews.dccm.com

mdg.cei@dccm.com

LICENSE #26535, LB8590, LA6666877



General Information	on			
Project Name	16025 Madeira			
Prepared By	Branden J Marcinell			
Date Of Visit	09/10/2025 8:06 AM EDT			
Date Prepared	09/24/2025 EDT			
Weather	Clear / Cloudy	Тетр	89	
Site Conditions		Date of Last Report	N/A	
Present at Site				

#### **Site Notes**

N/A

#### Corrected since last report

N/A

#### **Observations**

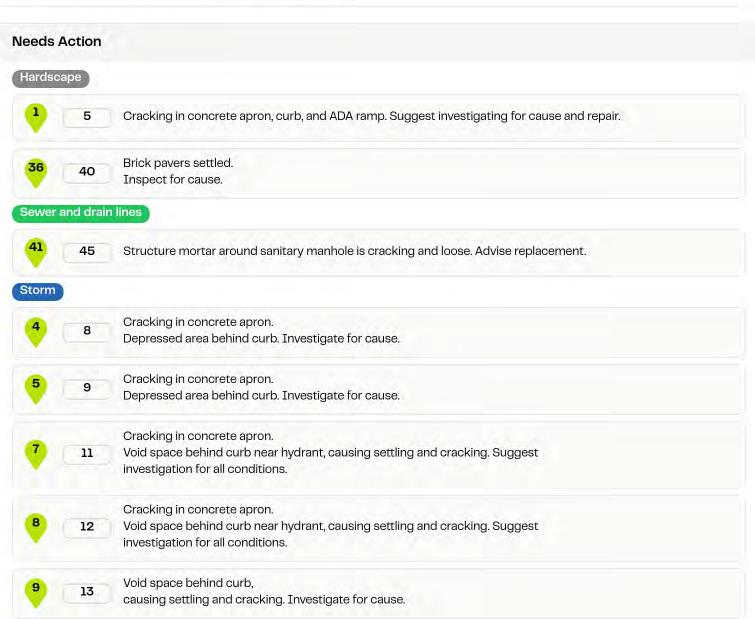




bserv	ations		
15	19	Inlet in acceptable condition.	
16	20	Control structure is functioning properly.  Suggest cleaning sediment build up from slot openings.	
18	22	Cracking in concrete apron.  No void space behind curb at time of inspection. Monitor under future inspections.	
25	29	MES in acceptable condition.	
27	31	Manhole in green space not inspectable due to fusing. No indication of problems from surface conditions.	
28	32	MES outfall in acceptable condition.	
29	33	Photos of pond taken for comparisons against future inspections.	
30	34	MES in acceptable condition.	
31	35	Manhole in green space not inspectable due to fusing. No indication of problems from surface conditions.	
32	36	Manhole in green space not inspectable due to fusing. No indication of problems from surface conditions.	
33	37	MES below water level. What is inspectable appears to be an acceptable condition.	
34	38	Photos of pond taken for comparisons against future inspections.	
37	41	Control structure in working condition. Suggest put structure on more frequent inspection due to vegetative buildup.	









#### **Needs Action** Slight depressions forming 15 behind newly poured curb and apron. Monitor under future inspections. Cracking in concrete apron 16 and curbing. Slight depression behind right side of curb at time of inspection. Investigate for cause. Monitor for future inspections. Cracking in concrete apron. 18 Void space behind curb. Investigate for cause. Cracking in concrete apron with void space behind curb. Slight depression in asphalt in front of concrete 21 apron in direction of connecting inlet. Investigate all causes. Cracking in concrete apron. 23 Void space behind curb excessive. Mark off area and investigate. Cracking in concrete apron. 24 Void space behind curb excessive. Mark off area and investigate. Excessive cracking in concrete apron. Expansion joints missing between concrete. No void spaces found 25 behind curb at time of inspection. Advise expansion joints replaced and monitor under future inspections. Cracking in concrete apron. 26 Void space behind curb on right side of inlet. Investigate for cause. Excessive cracking in concrete apron. Expansion joints missing between concrete. No void spaces found 27 behind curb at time of inspection. Advise expansion joints replaced and monitor under future inspections. Cracking in concrete apron and curbing. No void space behind curb at time of inspection. Missing expanse 28 and joints in concrete. Replace expansion joint advised. Monitor under future inspections. Control structure in working 30 condition. Slight erosion around pipe connection and shoreline behind structure. Advise inspecting at lower water table elevation.



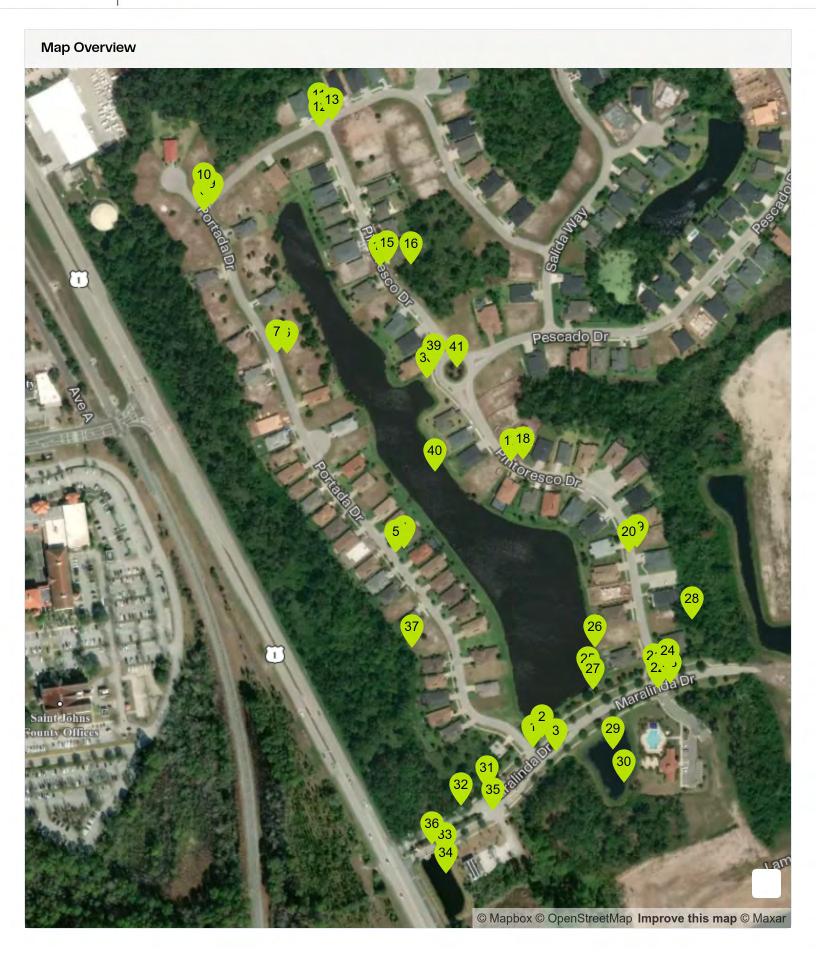
#### **Needs Action**



Cracking in concrete apron.

Depressed area behind curb. Investigate for cause.

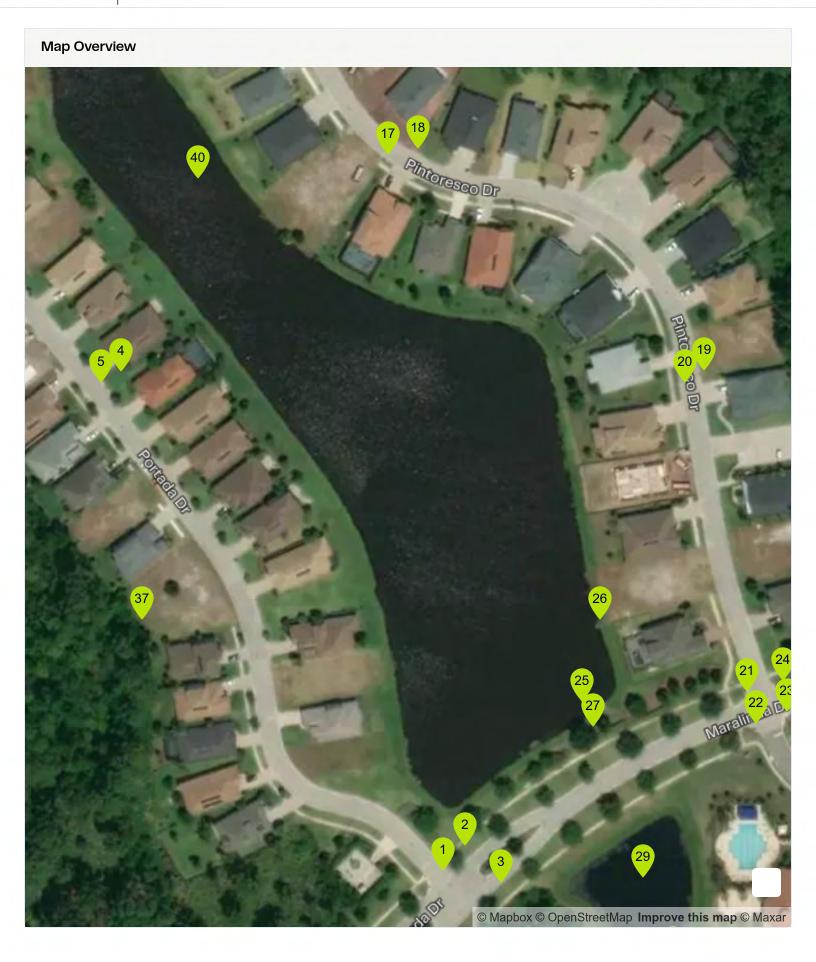


















#### **Action Items**



**Needs Action** 

Pin Type: General

Categories: Hardscape

#### Created by:



Branden J Marcinell

Sep 10, 2025 at 1:29 pm EDT

#### Location:



#### Worklog:

#### Branden J Marcinell September 10, 2025 1:29 PM EDT

Cracking in concrete apron, curb, and ADA ramp. Suggest investigating for cause and repair.



Sep 10, 2025 at 1:28 pm EDT



Sep 10, 2025 at 1:26 pm EDT





6

Observation

Pin Type: General Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:31 pm EDT

#### Location:



#### Worklog:

Branden J Marcinell September 10, 2025 1:31 PM EDT

Inlet in acceptable condition.





7

Observation

Pin Type: General Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:34 pm EDT

#### Location:

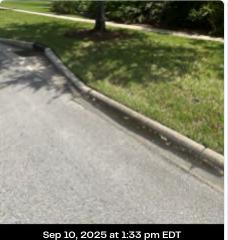


#### Worklog:

Branden J Marcinell September 10, 2025 1:34 PM EDT

Adjacent curbing, settling

and missing expansion joint. Replace expansion joint advised. Monitor under future inspections.







**Needs Action** 

Categories: Storm Pin Type: General

Created by:

Branden J Marcinell

Sep 10, 2025 at 1:39 pm EDT

#### Location:



#### Worklog:

Branden J Marcinell September 10, 2025 1:39 PM EDT

Cracking in concrete apron.

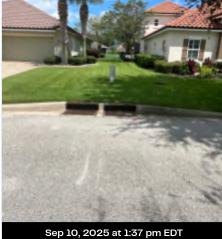
Depressed area behind curb. Investigate for cause.





Sep 10, 2025 at 1:38 pm EDT





**Needs Action** 

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:41 pm EDT

#### Location:

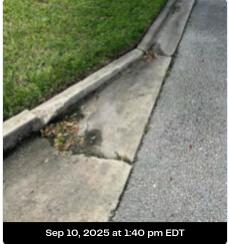


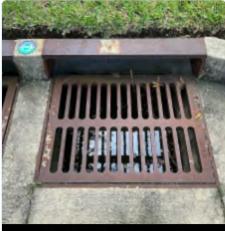
#### Worklog:

Branden J Marcinell September 10, 2025 1:41 PM EDT

Cracking in concrete apron.

Depressed area behind curb. Investigate for cause.

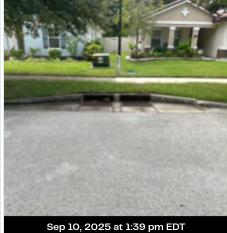




Sep 10, 2025 at 1:40 pm EDT



Sep 10, 2025 at 1:40 pm EDT



- 15 -



Observation

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:45 pm EDT

#### Location:



#### Worklog:

Branden J Marcinell September 10, 2025 1:45 PM EDT

Inlet in acceptable condition.









**Needs Action** 

Pin Type: General Ca

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:47 pm EDT

#### Location:



#### Worklog:

Branden J Marcinell September 10, 2025 1:47 PM EDT

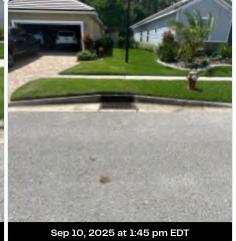
Cracking in concrete apron.

Void space behind curb near hydrant, causing settling and cracking. Suggest

investigation for all conditions.









**Needs Action** 

Pin Type: General Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:50 pm EDT

#### Location:



#### Worklog:

Branden J Marcinell September 10, 2025 1:50 PM EDT

Cracking in concrete apron.

Void space behind curb near hydrant, causing settling and cracking. Suggest

investigation for all conditions.







Sep 10, 2025 at 1:49 pm EDT





**Needs Action** 

Pin Type: General Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:53 pm EDT

#### Location:



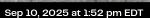
#### Worklog:

Branden J Marcinell September 10, 2025 1:53 PM EDT

Void space behind curb,

causing settling and cracking. Investigate for cause.







Sep 10, 2025 at 1:51 pm EDT



Sep 10, 2025 at 1:51 pm EDT

14

Observation

Pin Type: General Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:55 pm EDT

#### Location:



#### Worklog:

Branden J Marcinell September 10, 2025 1:55 PM EDT

Cracking in concrete apron.

No void space behind curb at time of inspection. Monitor under future inspections.







Prepared by Branden J Marcinell

15

**Needs Action** 

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:58 pm EDT

#### Location:

Pin Type: General



#### Worklog:

Branden J Marcinell September 10, 2025 1:58 PM EDT

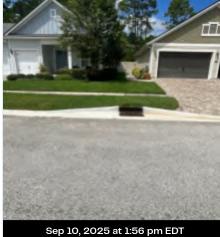
Slight depressions forming

behind newly poured curb and apron. Monitor under future inspections.





Sep 10, 2025 at 1:57 pm EDT



16

**Needs Action** 

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:01 pm EDT

#### Location:

Pin Type: General



#### Worklog:

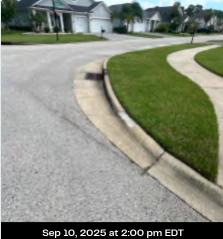
Branden J Marcinell September 10, 2025 2:01 PM EDT

Cracking in concrete apron

and curbing. Slight depression behind right side of curb at time of inspection.

Investigate for cause. Monitor for future inspections.









17

Observation

Pin Type: General

Categories: Storm

Created by:

Branden J Marcinell

Sep 10, 2025 at 2:23 pm EDT

#### Location:



#### Worklog:

Branden J Marcinell September 10, 2025 2:23 PM EDT

Cracking in concrete apron.

No void space behind curb at time of inspection. Monitor under future inspections.



Sep 10, 2025 at 2:23 pm EDT



Sep 10, 2025 at 2:22 pm EDT



Sep 10, 2025 at 2:22 pm EDT



- 23 -



**Needs Action** 

Pin Type: General

Categories: Storm

Created by:

Branden J Marcinell

Sep 10, 2025 at 2:27 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:27 PM EDT

Cracking in concrete apron.

Void space behind curb. Investigate for cause.







Sep 10, 2025 at 2:26 pm EDT



19

Observation

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:29 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:29 PM EDT

Inlet in acceptable condition.





20

Observation

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:32 pm EDT

#### Location:



## Worklog:

Mike Silverstein September 24, 2025 10:22 AM EDT

Control structure is functioning properly. Suggest cleaning sediment build up from slot openings.





21

**Needs Action** 

Pin Type: General

Categories: Storm

#### Created by:



Branden J Marcinell

Sep 10, 2025 at 2:37 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:37 PM EDT

Cracking in concrete apron

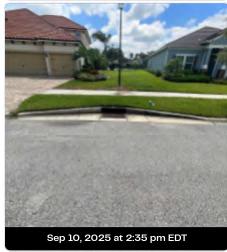
with void space behind curb. Slight depression in asphalt in front of concrete apron in direction of connecting inlet. Investigate all causes.







Sep 10, 2025 at 2:35 pm EDT



22

Observation

Pin Type: General Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:39 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:39 PM EDT

Cracking in concrete apron.

No void space behind curb at time of inspection. Monitor under future inspections.





Prepared by Branden J Marcinell

23

**Needs Action** 

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:43 pm EDT

Pin Type: General

Categories: Storm

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:43 PM EDT

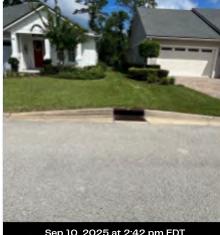
Cracking in concrete apron.

Void space behind curb excessive. Mark off area and investigate.





Sep 10, 2025 at 2:43 pm EDT



Sep 10, 2025 at 2:42 pm EDT

**Needs Action** 

Pin Type: General

Categories: Storm

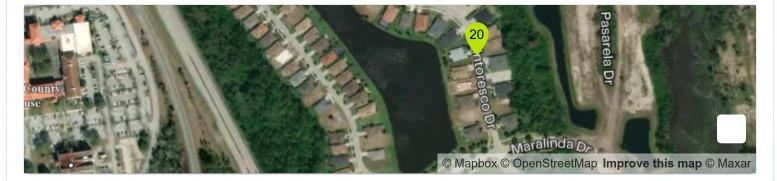
#### Created by:



Branden J Marcinell

Sep 10, 2025 at 2:45 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:45 PM EDT

Cracking in concrete apron.

Void space behind curb excessive. Mark off area and investigate.





Sep 10, 2025 at 2:45 pm EDT







**Needs Action** 

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:51 pm EDT

#### Location:

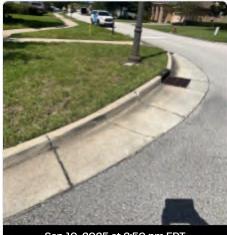


## Worklog:

#### Branden J Marcinell September 10, 2025 2:51 PM EDT

Excessive cracking in

concrete apron. Expansion joints missing between concrete. No void spaces found behind curb at time of inspection. Advise expansion joints replaced and monitor under future inspections.



Sep 10, 2025 at 2:50 pm EDT



Sep 10, 2025 at 2:50 pm EDT



Sep 10, 2025 at 2:49 pm EDT



**Needs Action** 

Pin Type: General

Categories: Storm

#### Created by:



Branden J Marcinell

Sep 10, 2025 at 2:52 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:52 PM EDT

Cracking in concrete apron.

Void space behind curb on right side of inlet. Investigate for cause.





Sep 10, 2025 at 2:51 pm EDT





27

**Needs Action** 

Pin Type: General

Categories: Storm

#### Created by:



Branden J Marcinell

Sep 10, 2025 at 2:55 pm EDT

#### Location:



## Worklog:

#### Branden J Marcinell September 10, 2025 2:55 PM EDT

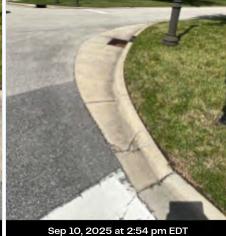
Excessive cracking in

concrete apron. Expansion joints missing between concrete. No void spaces found behind curb at time of inspection. Advise expansion joints replaced and monitor under future inspections.





Sep 10, 2025 at 2:54 pm EDT





Prepared by Bra

Sep 10, 2025 at 2:53 pm EDT



Sep 10, 2025 at 2:53 pm EDT

with SiteMarker





**Needs Action** 

Pin Type: General

Categories: Storm

#### Created by:



Branden J Marcinell

Sep 10, 2025 at 2:57 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 2:57 PM EDT

Cracking in concrete apron and curbing. No void space behind curb at time of inspection. Missing expanse and joints in concrete. Replace expansion joint advised. Monitor under future inspections.





Sep 10, 2025 at 2:56 pm EDT

29

Observation

Pin Type: General Catego

Categories: Storm

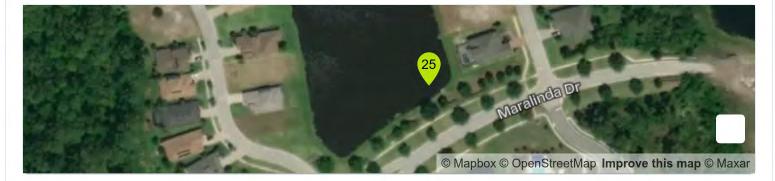
Created by:



Branden J Marcinell

Sep 10, 2025 at 3:04 pm EDT

#### Location:



## Worklog:

**Branden J Marcinell** September 10, 2025 3:04 PM EDT

MES in acceptable condition.



30

**Needs Action** 

Pin Type: General

Categories: Storm

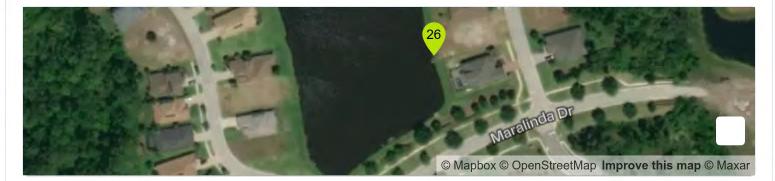
Created by:



Branden J Marcinell

Sep 10, 2025 at 3:06 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:06 PM EDT

Control structure in working

condition. Slight erosion around pipe connection and shoreline behind

structure. Advise inspecting at lower water table elevation.





31

Observation

Pin Type: General Cate

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 3:16 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:16 PM EDT

Manhole in green space not

inspectable due to fusing. No indication of problems from surface conditions.





Observation

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 3:12 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:12 PM EDT

MES outfall in acceptable condition.







Observation

Pin Type: General

Categories: Storm

## Created by:



Branden J Marcinell

Sep 10, 2025 at 3:20 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:20 PM EDT

Photos of pond taken for comparisons against future inspections.





Sep 10, 2025 at 3:19 pm EDT



Sep 10, 2025 at 3:18 pm EDT





Observation

Pin Type: General Categories: Storm

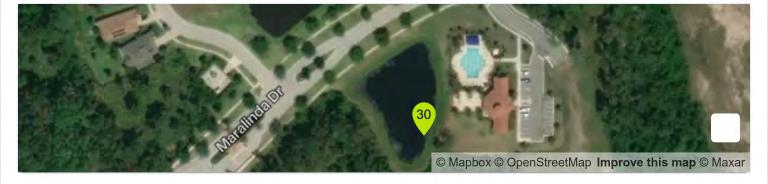
Created by:



Branden J Marcinell

Sep 10, 2025 at 3:20 pm EDT

#### Location:



## Worklog:

**Branden J Marcinell** September 10, 2025 3:20 PM EDT MES in acceptable condition.







Observation

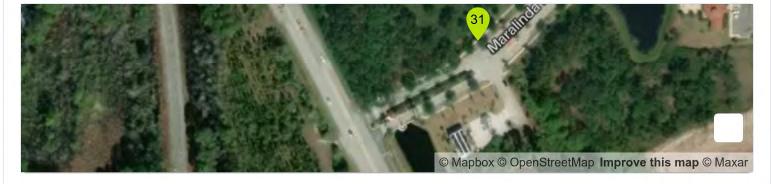
Pin Type: General Categories: Storm Created by:



Branden J Marcinell

Sep 10, 2025 at 3:24 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:24 PM EDT

Manhole in green space not

inspectable due to fusing. No indication of problems from surface conditions.



36

Observation

Pin Type: General Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 3:25 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:25 PM EDT

Manhole in green space not

inspectable due to fusing. No indication of problems from surface conditions.





37

Pin Type: General

Observation

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 3:27 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:27 PM EDT

MES below water level. What

is inspectable appears to be an acceptable condition.







Observation

Pin Type: General Categories: Storm Created by:



Branden J Marcinell

Sep 10, 2025 at 3:29 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:29 PM EDT

Photos of pond taken for comparisons against future inspections.







39

**Needs Action** 

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 3:32 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:32 PM EDT

Cracking in concrete apron.

Depressed area behind curb. Investigate for cause.





Sep 10, 2025 at 3:31 pm EDT



Sep 10, 2025 at 3:31 pm EDT

40

**Needs Action** 

Pin Type: General

Categories: Hardscape

## Created by:



Branden J Marcinell

Sep 10, 2025 at 3:30 pm EDT

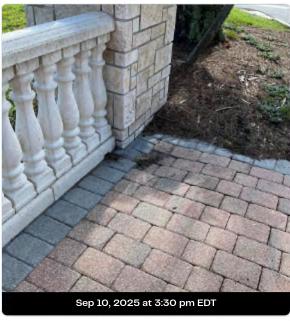
#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:30 PM EDT

Brick pavers settled. Inspect for cause.





Observation

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 3:42 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 3:42 PM EDT

Control structure in working condition. Suggest put structure on more frequent inspection due to vegetative buildup.





42

Observation

Pin Type: General Ca

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 4:04 pm EDT

#### Location:



## Worklog:

**Branden J Marcinell** September 10, 2025 4:04 PM EDT

MES in acceptable condition.



43

Observation

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 4:07 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 4:07 PM EDT

Slight depression in green space. Monitor in future inspections.



44

Observation

Pin Type: General

Categories: Storm

Created by:



Branden J Marcinell

Sep 10, 2025 at 4:00 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 4:00 PM EDT

Photos of pond taken for comparisons against future inspections.





Observation

Pin Type: General

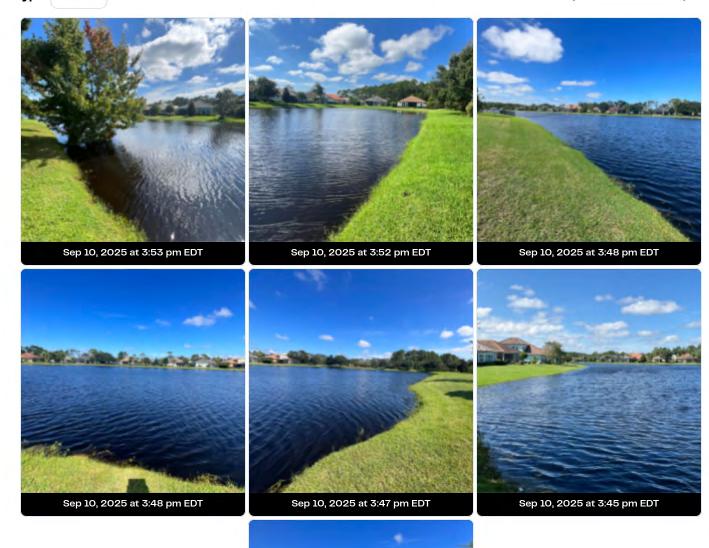


Created by:



Branden J Marcinell

Sep 10, 2025 at 4:00 pm EDT



**Needs Action** 

Pin Type: General

Categories: Sewer

Created by:



Branden J Marcinell

Sep 10, 2025 at 4:09 pm EDT

#### Location:



## Worklog:

Branden J Marcinell September 10, 2025 4:09 PM EDT

Structure mortar around sanitary manhole is cracking and loose. Advise replacement.



## **Exhibit B**



Proposal #: 610908 Date: 9/24/2025

From: Chuck Speare

## Proposal for Madeira CDD

Ben Pfuhl Rizzetta & Company, Inc. 2806 N. 5th St St. Augustine, FL 32084 bpfuhl@rizzetta.com

## **LOCATION OF PROPERTY**

Maralinda Dr & US 1 St. Augustine, FL 32095

## **Madeira Front Pump Replacement**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
5 HP Pump and 4x2 Flowing Well Head Replacement	1	\$10,804.00	\$10,804.00

Removal of existing pump at the Madeira front pump station and replacement with a new 5 HP Pump, also the replacement of the 4x2 flowing well head. The existing pump has failed.

**Terms and Conditions:** Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

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

	Madeira CDD	
Date		
	Print Name/Title	
		P
Ву		S
	AUTHORIZATION TO PERFORM WORK:	S

Subtotal	\$10,804.00
Sales Tax	\$0.00
Proposal Total	\$10,804.00

THIS IS NOT AN INVOICE

BRANCH TEL: Page

#### **PROPOSAL**

## EAST COAST WELLS & PUMP SERVICES, LLC 135 JENKINS STREET, SUITE 105B - #322 ST. AUGUSTINE, FL 32086 (904) 824-6630

EMAIL: eastcoastwells@gmail.com www.eastcoastwells.com

Date: September 29, 2025

Name: Madeira CDD Job: Amenity Center & Entry Way Wells

c/o Rizzetta & Company

**Attention: Benjamin Pfuhl** 

Phone: 436-6270 Email: bpfuhl@rizzetta.com

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

- 1. MOBILIZE PUMP HOIST TO WELL SITE
- 2. DISCONNECT CONTROLS & PIPING
- 3. PULL SUBMERSIBLE PUMP
- 4. REPLACE PUMP & MOTOR
- 5. RE-INSTALL SUBMERSIBLE PUMP BACK INTO WELL
- 6. RECONNECT CONTROLS & PIPING
- 7. TEST SYSTEM

**Quoted:** \$ 7,250.00 Per Well Due: Upon Completion

**Ouoted:** \$ 14, 500.00 For Both Pump Replacements

 Submitted by Matt Williams East Coast Wells & Pump Services, LLC

Owner(s) hereby grant to East Coast Wells & Pump Services, LLC, (East Coast Wells) the right to enter upon and drive vehicles, including heavy trucks, over his property to site using the most efficient means of ingress and egress at sole discretion of East Coast Wells, and agrees to release and hold harmless East Coast Wells from any and all damage to said property and all equipment, fixtures or improvements located upon, on or under the ground. This proposal is subject to change unless signed, returned and order to proceed is given within 30 days. The above proposal is accepted at the prices and terms specified herein. It is agreed that the seller will retain title to any equipment and materials that may be furnished until final payment is made as agreed. The seller shall have rights to remove same and seller will be held harmless for any damages resulting from the removal thereof.

NOTICE: Owner/Agent understands that all unused or inoperable wells on site are a potential contamination site for the waters of the state. Also, those wells are required to be properly abandoned per Florida Administrative Code 40c-3.

Unless otherwise specified, 90 day limited service guarantee with one year limited parts guarantee. Installation does not include either electric wiring or plumbing past the cut off valve. If the pump is not installed at the well, an additional charge may be incurred.

	Initial x	
TANCE OF DDODOSAI		

## ACCEPTANCE OF PROPOSAL

Upon acceptance, the owner has agreed to give the contractor permission to sign for a permit for said work to be completed. Subject to site approval. Owner also acknowledges that East Coast Wells and Owner has marked well location by means of a stake or flag and hereby accepts full responsibility of said location. We do no guarantee water obtained to flow or be free of mineral content. Purchaser/Owner(s) agrees to pay attorney's fees, court cost and any other costs incurred by East Coast Wells & Pump Services, LLC, in collection of this debt, regardless of whether a suit is filed.

I have read and agree with all conditions as specified above:		
Signature:	Date:	

Proposal must be signed and returned before scheduling.

# **Exhibit C**

		The Gate Store	
Item	Unit Cost	Quantity	Extended Cost
Labor	\$100	24	\$2,400
Gate Manufacturing	\$4,750	5	\$23,750
Swing Gate Operators*	\$28,915	1	\$28,915
Entry/Exit Lighting	\$4,360	1	\$3,590
Miscellaneous	\$435	1	\$435
Total			\$59,090

Sunbelt Gated Access Systems		
Unit Cost	Quantity	Extended Cost
\$225	42	\$9,450
\$2,498	5	\$12,490
\$26,140	1	\$26,140
\$3,305	1	\$3,305
\$830	1	\$830
		\$52,215

<sup>\* =</sup> There are 5 Swing Gate Operators and miscellaneous accessories/hardware for each vendor

Installation Timeframe	<ul> <li>- 10 to 14 week lead time to manufacture and/or obtain equipment</li> <li>- 2 weeks for installation</li> </ul>
Tariff Impact	<ul> <li>Potential tariff impact is noted in the proposal. We would need to ensure prices are refreshed prior to committing to purchase</li> </ul>

- 6 to 8 week lead time to manufacture and/or obtain equipment
- 2 weeks for installation
- No mention of potential tariff impact is noted in the proposal

Service Contracts	Both offer multi-tiered annual maintenance plans and as-needed hourly rates that would need to be negotiated.
1	Existing gate mounting posts will be reused and should be repainted. Repainting IS NOT part of these proposals. If they cannot be reused ~\$1,500 would be added to the cost of each proposal.
Contingency	Recommend a contingency of 5-7% be added for unanticipated issues.

### **Exhibit D**

#### GOLD CONTRACTING LLC

5733 Bender CT Jacksonville FL 32207 904-233-8299 Contractingingold@yahoo.com



### proposal

PROPOSAL #25-140 DATE 08/30/2025

TO: LAURIE.COLLIERCDD@GMAIL.COM

ADDRESS: 38 MARALINDA DR SAINT AUGUSTINE, FL 32095

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1,570.8 SF	- LABOR ANDD MATERIALS - PAVERS REMOVAL AT FRONT ENTRY - NEW PAVERS INSTALLATION		\$23,562.00
	NOTE: THIS IS FOR THE PAVERS AT THE GATE AREA ONLY		
	-PAVERS REPAIR AT FRONT ENTRY		\$700.00
	ADDRESS: 164 PORTADA DRIVE ST AUGUSTINE DRIVEWAY REPAIR		\$1,800.00
		SUB TOTAL	\$26,062.00
		TOTAL	\$26,062.00

Make all checks payable to Company Name Gold Contracting LLC If you have any questions concerning this invoice,904-233-8299, Contractingingold@yahoo.com

THANK YOU FOR YOUR BUSINESS!

# Coldan

#### Golden Pavers, Ilc

8933 Elizabeth Falls Drive Jacksonville, FL 32257 +19043391536 golden\_pavers@yahoo.com

### Estimate

#### ADDRESS

Larry Collier 113 Pintoresco Dr. St. Augustine, FL 32095 ESTIMATE # 5062 DATE 09/10/2025

DESCRIPTION	QTY	RATE	AMOUNT
ENTRANCE BY THE GATE - 1,452 SF:	1,452	10.50	15,246.00
Pick up and dispose of existing pavers			
Purchase Standard Pavers:			
Style: Olde Towne Pavers from Tremron			
Color: Heritage			
Thickness: 2-3/8 inches			
Regrade and compact bedding soil as needed			
Install Pavers according to design and pattern agreed on			
Install a concrete restraint at all borders			
Install a POLYMERIC joint sand between pavers			
Sand Color: TBD			
PER INC. IN CHIER LANCE BY THE CAME ASSOCI	1.22		2.12.23
REPAIRS AT ENTRANCE BY THE GATE - 190 SF:	190	6.80	1,292.00
Two Areas:			
$55ft \times 3ft = 165 SF$			
$5ft \times 5ft = 25 SF$			
Pick up and set to side pavers			
Regrade bedding soil as needed			
Compact as needed			
Install Pavers back			
Sweep joint sand Clean up any paver debris			
Clean up any paver debris			
VILLANDE SANTANIA			
MAIN ENTRANCE BY HWY - 3,634 SF:	3,634	10.50	38,157.00
Pick up and dispose of existing pavers		034.7	***************************************
Purchase Standard Pavers:			
Style: Olde Towne Pavers from Tremron			
Color: Heritage			
Thickness: 2-3/8 inches			
Customer Signature:			

DESCRIPTION QTY RATE AMOUNT

Regrade and compact bedding soil as needed Install Pavers according to design and pattern agreed on Install a concrete restraint at all borders Install a POLYMERIC joint sand between pavers Sand Color: TBD

Main Entrance Gate Entrance Repairs at Gate Entrance

TOTAL

\$54,695.00

Accepted By

Accepted Date

### **Exhibit E**



Call 1-888-259-3010 to present inquiries or obtain information about coverage and to provide assistance in resolving complaints.

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Policy No.: WC100125658 NCCI Carrier Code No.: 48063

Previous Policy No.: N/A

#### 1. Named Insured and Address

Madeira Community Development District

15 Maralinda Dr

St. Augustine, FL 32095

Other workplaces not shown above: See attached Other Workplaces Schedule WC 99 00 01

#### **Entity of Insured:**

- 2. The Policy Period is from October 1, 2025 to October 1, 2026 12:01 am Standard Time at the Insured's mailing address
- 3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: FL
  - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The Limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
- D. This policy includes these endorsements and schedules:

See Schedule of Forms and Endorsements WC 99 00 03

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All required information shown on the schedule is subject to verification and change by audit.

Classifications	Code	Premium Basis Total	Rate Per \$100 of	Estimated Annual
	No.	<b>Estimated Annual</b>	Remuneration	Premium
		Remuneration		

See Schedule of Operations WC 99 00 04 for detail by state

WC 00 00 01 A (03 18)

Minimum Premium: \$428.00 Expense Constant \$160.00

Total Estimated Annual Premium \$559.76
Total Amount Due \$850.00

**Agency Name and Address:** 

**Egis Insurance & Risk Advisors** 

250 International Parkway, Suite 260, Lake Mary, FL, 32746

IN WITNESS WHEREOF, Florida Insurance Alliance has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Countersigned by

**Trust Administrator** 



# Workers Compensation and Employers Liability 24/7 CLAIM REPORTING

Dear Valued Member:

Thank you for choosing Florida Insurance Alliance as your workers' compensation carrier. In our continuing effort to provide FIA members and their employees with best-in-class claim service, you may now report and get claim assistance 24 hours a day / 7 days a week.

#### To report losses, claims, or potential claims:

- Please call toll free 1-855-332-3656
  - OI
- Visit our Workers Compensation claims portal

www.CareMC.com

For emergency Workers Compensation claims requiring immediate assistance, please use the toll-free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

To request access to CareMC, please send an email to <a href="mailto:Claims@EgisAdvisors.com">Claims@EgisAdvisors.com</a> and supply the following in the body of the email:

- Your Name
- Policy Number
- Address
- Phone Number
- E-mail Address

For all other inquiries or if you have any claims related questions, please contact our claims department at 888-259-3010.

Again, please accept my sincere thanks for choosing Florida Insurance Alliance. We look forward to being your insurance carrier of choice and to exceeding your expectations.

Sincerely,

Andres Jimenez EVP, Risk and Trust Operations Egis Insurance and Risk Advisors



#### **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

#### OTHER WORKPLACES SCHEDULE - EXTENSION OF INFORMATION PAGE - ITEM 1

**Policy No.**: WC100125658

#### **LOC INSURED NAME & LOCATION**

15 Maralinda Dr.

St. Augustine, FL 32095



#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

#### NAMED INSURED EXTENSION – EXTENSION OF INFORMATION PAGE - ITEM 2

Policy No.: WC100125658 Issued By: FLORIDA INSURANCE ALLIANCE

**Policy Period:** October 1, 2025 to October 1, 2026

**NAMED INSURED AND ADDRESS** 

Madeira Community Development District 15 Maralinda Dr

St. Augustine, FL 32095



#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### SCHEDULE OF FORMS AND ENDORSEMENTS EXTENSION OF INFORMATION PAGE - ITEM 3.D

**Policy No.:** WC100125658

The following Information Pages, Forms, and Endorsements are applicable to:

#### **Workers Compensation**

<u>Number</u>	<b>Edition</b>	<u>Description</u>
WC 00 00 01 A	03 18	Information Page
WC 99 00 01	03 18	Other Workplaces Schedule
WC 99 00 02	03 18	Named Insured Extension
WC 99 00 03	03 18	Schedule of Forms and Endorsements
WC 99 00 04	03 18	Schedule of Operations
WC 00 00 00 C	01 15	Workers Compensation and Employers Liability Insurance Policy
WC 00 04 04	04 84	Pending Rate Change Endorsement
WC 00 04 06 A	07 95	Premium Discount Endorsement
WC 00 04 14	07 90	Notification of Change in Ownership Endorsement
WC 00 04 19	01 01	Premium Due Date Endorsement
WC 09 03 03	08 05	Florida Employers Liability Coverage Endorsement
WC 09 04 03 B	01 15	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 09 04 07	07 13	Florida Non-Cooperation with Premium Audit Endorsement
WC 09 06 06	10 98	Florida Employment and Wage Information Release Endorsement



#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

#### SCHEDULE OF OPERATIONS - EXTENSION OF INFORMATION PAGE - ITEM 4

#### **FLORIDA**

**Policy No.:** WC100125658

Class Code No.	Class Description	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
9015	Building or Property Management	\$10,400	2.68	\$278.72



#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy we agree with you as follows:

#### **General Section**

#### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

#### B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

#### C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

#### D. State

State means any state of the United States of America, and the District of Columbia.

#### E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

### PART ONE WORKERS COMPENSATION INSURANCE

#### A. How this Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. Bodily injury by accident must occur during the policy period.
- 2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing aggravating such bodily injury by disease must occur during the policy period.

#### B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

#### C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by the insurance.

#### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. Reasonable expenses incurred at our request but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
- 3. Litigation costs taxed against you;
- 4. Interest on a judgement as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur

#### E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

#### F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

- 1. Of your serious and willful misconduct;
- 2. You knowingly employ an employee in violation of law;
- 3. You fail to comply with a health or safety law or regulation; or
- 4. You discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly

#### **G.** Recovery from Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

#### **H. Statutory Provisions**

These statements apply where they are required by law.

- 1. As between an injured worker and us, we have notice of the injury when you have notice
- 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
- 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.

- 4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
- 5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. Benefits payable by this insurance;
  - b. Special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

### PART TWO EMPLOYERS LIABILITY INSURANCE

#### A. How this Insurance Applies

This Employers Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
- 3. Bodily injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- 5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by the Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

- For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
- 2. For care and loss of services; and
- 3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee provided that these damages are the direct consequence of the bodily injury that arises out of and in the course of the injured employee's employment by you; and
- 4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### C. Exclusions

This insurance does not cover:

- 1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- 4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. Bodily injury intentionally caused or aggravated by you;
- 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901- 944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

#### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. Reasonable expenses incurred at our request but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. Litigation costs taxed against you;
- 4. Interest on a judgement as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur.

#### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

#### **G.** Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

- 1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
- 2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
- 3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### H. Recovery from Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

#### I. Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and
- 2. The amount you owe has been determined with our consent or by actual trial and final judgement

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

### PART THREE OTHER STATES INSURANCE

#### A. How this Insurance Applies

- 1. This Other States Insurance applies only if one or more states are shown in Item 3.C. of the information Page.
- 2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the information Page.
- 3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
- 4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

- 1. Provide for immediate medical and other services required by the workers compensation law.
- 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- 3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
- 4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
- 5. Do nothing after an injury occurs that would interfere with our right to recover from others.
- 6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### PART FIVE PREMIUM

#### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

#### **B.** Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

#### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

- 1. All your officers and employees engaged in work covered by this policy; and
- 2. All other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

#### **D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

#### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

- 1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium
- 2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

#### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

#### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

### PART SIX CONDITIONS

#### A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

#### **B.** Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

#### C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

#### D. Cancellation

- 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The policy period will end on the day and hour stated in the cancellation notice.
- 4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by the statement to comply with the law.

#### E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the company named on the policy Information Page. In witness thereof, the company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the company.

**Authorized Representative** 



#### PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

**FLORIDA** 



#### PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

		Schedule		
1. State	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$10,000	\$190,000	\$1,550,000	Over \$1,750,000
FLORIDA	0.0%	9.1%	11.3%	12.3%

- 2. Average Percentage discount: Refer to the Extension of Information Page
- 3. Other Policies:
- 4. If there are no entries in Items 1, 2, and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy:



#### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.



#### PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision

### PART FIVE PREMIUM

#### D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.



#### FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

- C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following: This insurance does not cover
  - 5. Bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.



#### FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019

#### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

- "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
- 2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
  - a. The act is an act of terrorism.
  - b. The act is violent or dangerous to human life, property or infrastructure.
  - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
  - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion
- 3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
- 4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

#### **Limitation of Liability**

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

#### **Policyholder Disclosure Notice**

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

#### Schedule

Rate per \$100 of Remuneration \$0.010000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium
Insurance Company	Countersigned by	



#### FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five-Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit request or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium of this policy subject to the following conditions:

- 1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
- 2. We document the audit file regarding the above attempts to obtain the required audit information.
- 3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you for your final premium. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five-Premium, E.



#### FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

### **Exhibit F**

## MEMORANDUM OF UNDERSTANDING BETWEEN THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT AND PONCE ASSOCIATES, LLC

THIS MEMORANDUM OF UNDERSTADING ("Memorandum") is made and entered is made and entered into this 26th day of August, 2022, by and between:

Madeira Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"),

**Ponce Associates, LLC**, a Florida limited liability company, with a mailing address of 1548 The Greens Way, Suite 6, Jacksonville, Florida 32250 ("Ponce Associates"), and

**Ponce Investments, LLC**, a Florida limited liability company, with a mailing address of 1548 The Greens Way, Suite 6, Jacksonville, Florida 32250 ("Ponce Investments," and together with Ponce Associates, the "Developer").

#### RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the District is a local unit of special purpose government, a community development district, a political subdivision of the State of Florida, and an independent special district within the meaning of Chapter 190, Florida Statutes, and

WHEREAS, due to its status as a governmental entity, the District enjoys certain sovereign immunity protections; and

WHEREAS, the Developer is the owner/developer of certain undeveloped lands located within the boundaries of the District upon which the Developer has or will construct infrastructure improvements, including, but not limited to roadways, stormwater improvements, and landscape and hardscape improvements, that are intended to be conveyed to the District (the "District Infrastructure"); and

WHEREAS, the District is authorized to issue bonds for the purpose of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, district roads, streetlights and other basic infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, the District has previously issued tax-exempt bonds to fund a portion of the public infrastructure necessary for the development of the District, pursuant to a Master Trust Indenture dated May 1, 2007, as supplemented by a First Supplemental Trust Indenture dated May 1, 2007, (collectively the "Indenture"); and

**WHEREAS,** although the proceeds from the bonds have been exhausted, portions of the District Infrastructure remain incomplete; and

WHEREAS, the Developer intends on completing the unfinished portions of the District Infrastructure and, upon completion, desires to convey the completed infrastructure to the District;

WHEREAS, the District understands and acknowledges that it was originally created for the purpose of owning, operating, and maintaining the District Infrastructure and that, in light of the District's sovereign immunity protections, it is in the best interest of the District and its residents to have the District Infrastructure conveyed to the District rather than a non-governmental entity; and

WHEREAS, certain materials necessary for the District Infrastructure may be acquired by the District and funded by the Developer pursuant to that certain *Funding Agreement between the Madeira Community Development District and Ponce Associates* (the "Funding Agreement"), and the District and the Developer desire to continue to use the Funding Agreement for additional portions of the District Infrastructure.

**Now, Therefore**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Memorandum.

#### 2. COMPLETION AND ACCEPTANCE OF DISTRICT INFRASTRUCTURE.

- (A) Without specifically guaranteeing the construction and/or completion of the District Infrastructure, Developer agrees to make commercially reasonable efforts to complete the unfinished portions of the District Infrastructure and to convey the District Infrastructure to the District once completed in accordance with this Memorandum.
- (B) Developer shall provide the following at the time of any conveyance of District Infrastructure: (i) documentation that the District Infrastructure has been paid for in full, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be reasonably requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- (C) In connection with the conveyance of the District Infrastructure, the Developer agrees that it will convey to the District and the District shall accept

conveyance if the District Infrastructure, by a special warranty deed or other instrument actable to the District, together with a metes and bounds description or other description, the real property upon which any of the District Infrastructure is constructed or that is necessary for the operation and maintenance of, and access to, the District Infrastructure. Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the District Infrastructure is constructed and shall be responsible for all taxes and assessments levied on the lands upon which the District Infrastructure is constructed until such time as the Developer conveys all said lands to the District.

- (D) Without any obligation to incur any cost of cost of construction and/or completion of the District Infrastructure, the District agrees to cooperate with the Developer, as may be reasonably requested by the Developer and subject to such cooperation not adversely impacting the District, to facilitate efforts to complete the unfinished portions of the District Infrastructure and to convey the District Infrastructure to the District once completed in accordance with this Memorandum. Such efforts may include, but not be limited to, compliance with permitting or other requirements of governmental and/or regulatory agencies having jurisdiction. Should there be any monetary expense for the District to comply with this provision, the Developer agrees to pay such expense on the District's behalf.
- (E) The District's acceptance of the District Infrastructure, and related real property, shall be conditioned upon the District being provided a certification from a Professional Engineer that the District Infrastructure: i) benefits property within the District, ii) was constructed and installed substantially in accordance with applicable specifications, plans, and permits, and, subject to the design specifications, is capable of performing the functions for which they were intended, and iii) were paid for in full.
- **3. FUTURE BOND ISSUANCE**. Developer may request that the District issue bonds ("Future Bonds") to finance all or portions of the District Infrastructure. As long as the assessments securing the Future Bonds are levied only on property within the District that is owned by the Developer, the District agrees to work cooperatively with the Developer to undertake the issuance of Future Bonds.
- **4. ACQUISITION OF MATERIALS FOR DISTRICT INFRASTRUCTURE.** Developer and the District agree to utilize the Funding Agreement for the purchase of construction materials necessary for the construction of District Infrastructure contemplated under this Memorandum.
- **5. 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 Memorandum, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- **6. AMENDMENTS**; **ASSIGNMENT.** Amendments to and waivers of the provisions contained in this Memorandum may be made only by an instrument in writing which is executed by each of

the parties hereto. Neither of the parties may assign their rights, duties or obligations under this Memorandum without prior written approval of the other party, which consent shall not be unreasonably withheld. Any purported assignment without said written authorization shall be void.

- 7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Memorandum shall not affect the validity or enforceability of the remaining portions of this Memorandum, or any part of this Memorandum not held to be invalid or unenforceable.
- **8. EXECUTION IN COUNTERPARTS.** This Memorandum 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. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- 9. FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and the Association relating to the subject matter of this Memorandum.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned have executed this Memorandum effective as of the date set forth above.

ATTEST:	MADEIRA COMMUNITY DEVELOPMENT DISTRICT
Assistant Secretary	Name: William R. Janius Title: Chairman, Board of Supervisors
WITNESS:	PONCE ASSOCIATES, LLC, a Florida limited liability corporation
Juse BBay Witness Signature	By:
WITNESS:	PONCE INVESTMENTS, LLC, a Florida limited liability corporation
Marlyn Mohman Witness Signature	By: Name: John P. Moore Title: Vice President

# Tab 2

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office - St. Augustine, Florida - (904)-436-6270</u>

<u>Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>madeiracdd.org</u>

# Operation and Maintenance Expenditures September 2025 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2025 through September 30, 2025. This does not include expenditures previously approved by the Board.

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented: \$56,859.00

# **Madeira Community Development District**

# Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	 Invoice Amount
City of St. Augustine	300134	1676981	Account# 37545 - 21 Portada Dr. Water Services 08/25	\$ 1.87
City of St. Augustine	300133	1676983	Account# 37572 - 12 Pescado St. Water Services 08/25	\$ 77.33
City of St. Augustine	300135	1681149	Account# 56138 - 129 Tesoro Ter Water Services 08/25	\$ 15.77
COMCAST	20250915-1	8495 74 310 1318970 09/25	Internet Services 09/25	\$ 116.85
Doody Daddy, LLC	300131	2509-M	Pet Waste Station Service 09/25	\$ 710.00
Egis Insurance Advisors, LLC	300137	29487	Policy# 100125658 10/01/25-10/01/26	\$ 16,063.00
Flock Group, Inc.	300136	INV-74221	Safety Bundle 09/25	\$ 4,750.00
Florida Power & Light	20250903-1	17027-26132 08/25 ACH	Electric Services 08/25	\$ 34.12
Company Florida Power & Light	20250930-1	69300-92066	Electric Services 08/25	\$ 27.15
Company Florida Power & Light	20250930-1	08/25 ACH 81726-72506	Electric Services 06/25	\$ 22.98
Company Florida Power & Light	20250930-1	06/25 ACH 81726-72506	Electric Services 07/25	\$ 27.15
Company Florida Power & Light Company	20250930-1	07/25 ACH 81726-72506 08/25 ACH	Electric Services 08/25	\$ 27.15

# **Madeira Community Development District**

# Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Ir	nvoice Amount
Florida Power & Light Company	20250930-1	98140-72501 06/25 ACH	Electric Services 06/25	\$	20.26
Florida Power & Light	20250930-1	98140-72501	Electric Services 07/25	\$	39.55
Company Florida Power & Light Company	20250930-1	07/25 ACH 98140-72501 08/25 ACH	Electric Services 08/25	\$	129.40
Florida Power & Light	20250930-1	Monthly Summary	Electric Services 08/25	\$	2,689.67
Company Gannett Florida LocaliQ	300129	08/25 ACH 381 0007301706	Account# 765191 Legal Advertising 08/25	\$	112.16
Hidden Eyes, LLC	300132	758358	Monthly Services 09/25	\$	2,474.00
Hidden Eyes, LLC	300132	759158	Monthly Services Additional Residence 08/25	\$	8.00
Matthews Design Group, Inc.	300130	193900	Engineering Services 08/25	\$	3,615.21
Rizzetta & Company, Inc.	300127	INV0000102259	District Management Fees 09/25	\$	5,014.00
St. Johns County Airport	300128	091525 BOS	BOS Meeting Room Fee 09/25	\$	100.00
Authority Yellowstone Landscape	20250902-1	968272 ACH	Mulch Install 08/25	\$	8,950.00
Yellowstone Landscape	20250902-1	968273 ACH	Tree Care Service 08/25	\$	625.00

# **Madeira Community Development District**

# Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>In</u>	voice Amount
Yellowstone Landscape	20250902-1	968274 ACH	Irrigation Repairs 08/25	\$	792.00
Yellowstone Landscape	20250902-1	968275 ACH	Irrigation Repairs 08/25	\$	1,033.25
Yellowstone Landscape	20250929-1	978979 ACH	Summer Annual Installation 08/25	\$	1,549.80
Yellowstone Landscape	20250929-1	980887 ACH	Landscape Maintenance 09/25	\$	7,833.33
Report Total				\$	56,859.00

# Tab 3



Engineering - Landscape Architecture - Surveying

7 Waldo Street, St. Augustine, FL 32084 | 904.826.1334 | www.matthews.dccm.com

mdg.cei@dccm.com

LICENSE #26535, LB8590, LA6666877



General Information	on		
Project Name	16025 Madeira		
Prepared By	Mike Silverstein		
Date Of Visit	10/14/2025 5:00 AM EDT		
Date Prepared	10/14/2025 EDT		
Weather	Clear	emp	78
Site Conditions	٥	ate of Last Report	09/24/2025 EDT
Present at Site			

### **Site Notes**

Mike Silverstein October 14, 2025 2:18 PM EDT

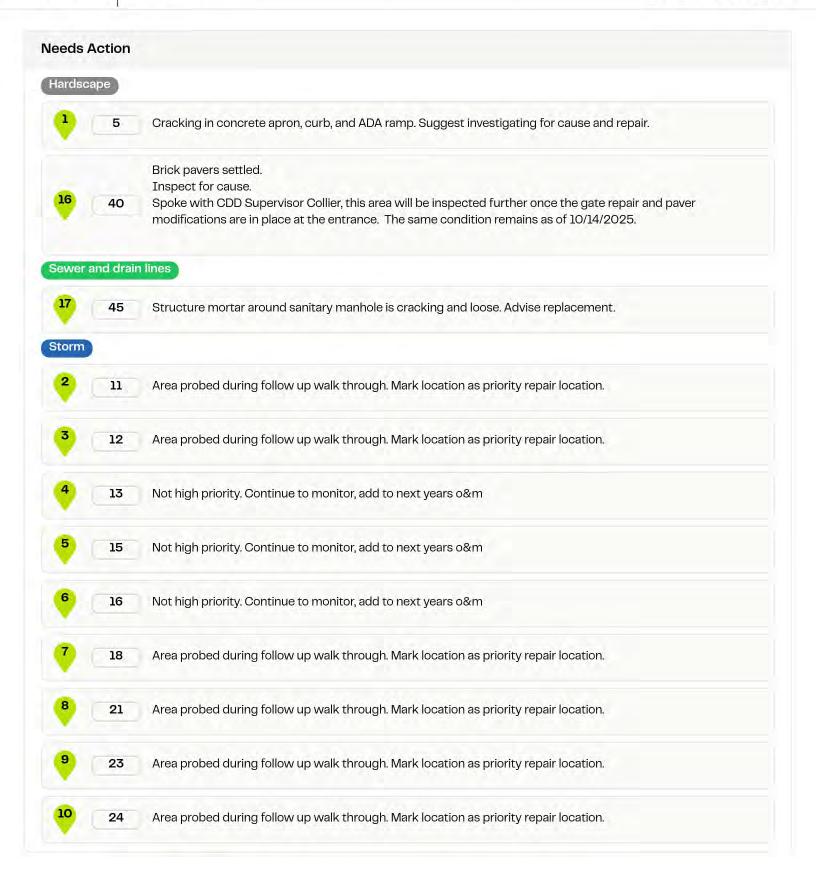
Portada Repair final walkthrough also completed at the time of this report update.

# Storm Since Portada repair plan study was performed, this structure is operating within designed range. Continue to monitor the erosion issue, however the area appears to remain stable. 8 This area has been repaired This area has been repaired

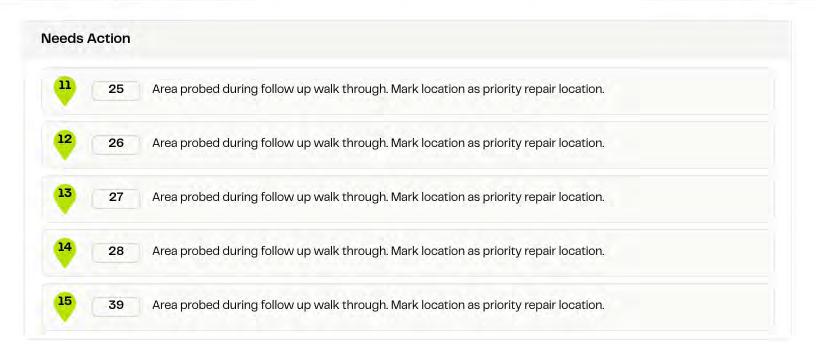
### **Observations**

N/A











# **Map Overview** Pescado St Johns County Sheriff Maralinda Dr Saint Johns County Office © Mapbox © OpenStreetMap Improve this map © Maxar



### **Action Items**



**Needs Action** 

Pin Type: General

Categories: Hardscape

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:29 pm EDT

### Location:

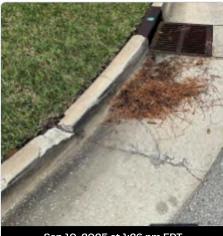


### Worklog:

### Branden J Marcinell September 10, 2025 1:29 PM EDT

Cracking in concrete apron, curb, and ADA ramp. Suggest investigating for cause and repair.





Sep 10, 2025 at 1:26 pm EDT

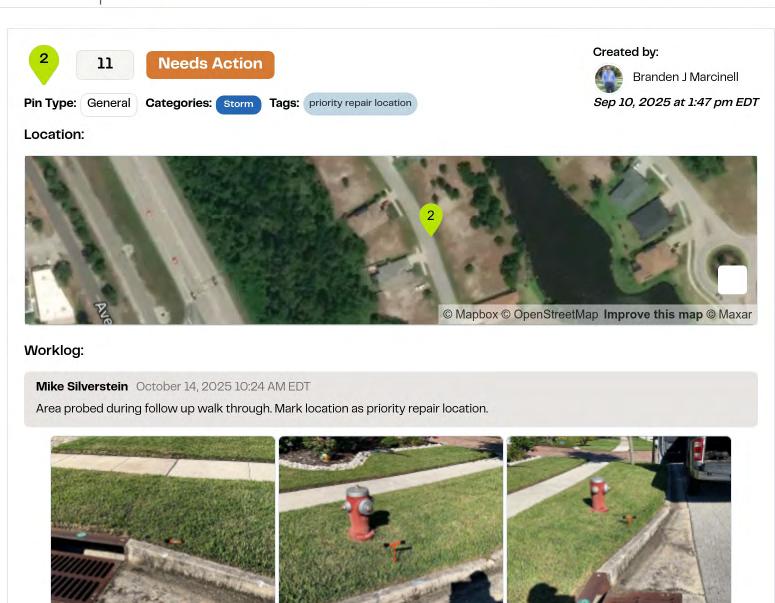


Sep 10, 2025 at 1:25 pm EDT



Prepared by Mike Silverstein





Oct 14, 2025 at 10:23 am EDT

Oct 14, 2025 at 10:23 am EDT

Oct 14, 2025 at 10:22 am EDT



**Needs Action** 

Categories: Storm Tags: priority repair location

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:50 pm EDT

### Location:

Pin Type: General



### Worklog:

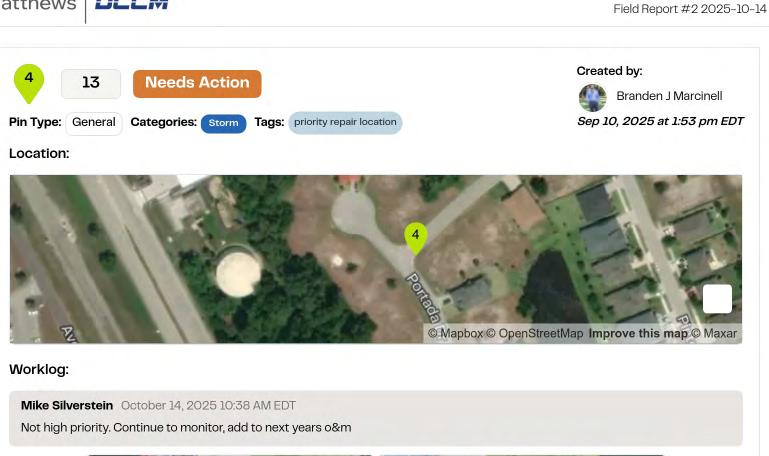
Mike Silverstein October 14, 2025 10:33 AM EDT





Oct 14, 2025 at 10:31 am EDT











**Needs Action** 

Categories: Storm Tags: priority repair location

Created by:



Branden J Marcinell

Sep 10, 2025 at 1:58 pm EDT

### Location:

Pin Type: General



### Worklog:

Mike Silverstein October 14, 2025 10:44 AM EDT

Not high priority. Continue to monitor, add to next years o&m









**Needs Action** 

Pin Type: General

Categories: Storm

### Created by:



Branden J Marcinell

Sep 10, 2025 at 2:01 pm EDT

### Location:



### Worklog:

Mike Silverstein October 14, 2025 10:46 AM EDT

Not high priority. Continue to monitor, add to next years o&m







**Needs Action** 

Categories: Storm

Tags: priority repair location

### Created by:



Branden J Marcinell

Sep 10, 2025 at 2:27 pm EDT

### Location:

Pin Type: General

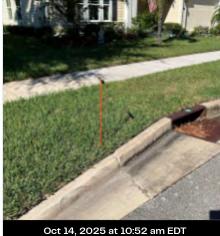


### Worklog:

### Mike Silverstein October 14, 2025 10:54 AM EDT

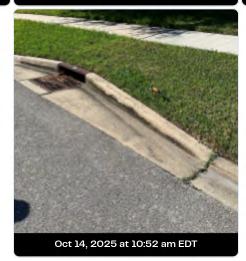
Area probed during follow up walk through. Mark location as priority repair location.







Oct 14, 2025 at 10:52 am EDT



- 12 -

Pin Type: General





21

**Needs Action** 

Categories: Storm Tags: priority repair location

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:37 pm EDT

### Location:



### Worklog:

Mike Silverstein October 14, 2025 11:02 AM EDT









**Needs Action** 

Pin Type: General

Categories: Storm Tags: priority repair location

Created by:



Branden J Marcinell

Sep 10, 2025 at 2:43 pm EDT

### Location:



### Worklog:

### Mike Silverstein October 14, 2025 11:05 AM EDT





**Needs Action** 

Pin Type: General Categories: Storr

Categories: Storm Tags: priority repair location

Created by:

Br.

Branden J Marcinell

Sep 10, 2025 at 2:45 pm EDT

### Location:



### Worklog:

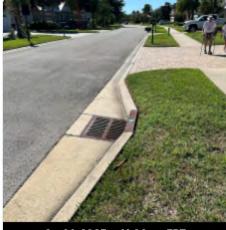
### Mike Silverstein October 14, 2025 11:07 AM EDT



Oct 14, 2025 at 11:07 am EDT



Oct 14, 2025 at 11:07 am EDT



Oct 14, 2025 at 11:06 am EDT







**Needs Action** 

Categories: Storm Tags: priority repair location Created by:

Branden J Marcinell

Sep 10, 2025 at 2:51 pm EDT

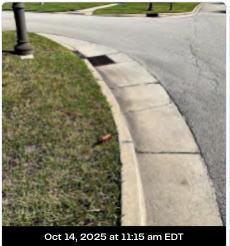
### Location:

Pin Type: General



### Worklog:

### Mike Silverstein October 14, 2025 11:16 AM EDT







Oct 14, 2025 at 11:14 am EDT



**Needs Action** 

Categories: Storm

Tags: priority repair location

### Created by:



Sep 10, 2025 at 2:52 pm EDT

### Location:

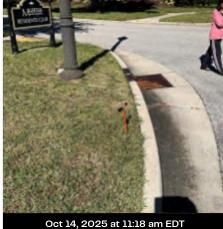
Pin Type: General



### Worklog:

### Mike Silverstein October 14, 2025 11:18 AM EDT







Prepared by Mike Silverstein



Pin Type: General

27

**Needs Action** 

Categories: Storm Tags: priority repair location

Created by:



Sep 10, 2025 at 2:55 pm EDT

### Location:



### Worklog:

Mike Silverstein October 14, 2025 11:20 AM EDT







**Needs Action** 

Categories: Storm Tags: priority repair location

Created by:

Brai

Branden J Marcinell

Sep 10, 2025 at 2:57 pm EDT

### Location:

Pin Type: General



### Worklog:

### Mike Silverstein October 14, 2025 11:21 AM EDT





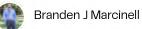






**Needs Action** 

Categories: Storm Tags: priority repair location Created by:



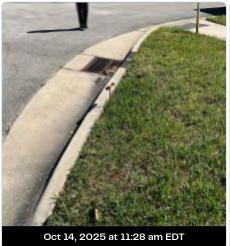
Sep 10, 2025 at 3:32 pm EDT

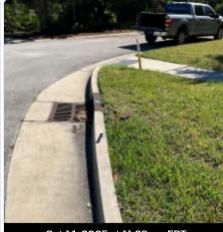
### Location:



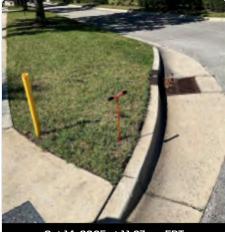
### Worklog:

Mike Silverstein October 14, 2025 11:29 AM EDT





Oct 14, 2025 at 11:28 am EDT



Oct 14, 2025 at 11:27 am EDT



40

**Needs Action** 

Categories: Hardscape

Created by:



Branden J Marcinell

Sep 10, 2025 at 3:30 pm EDT

### Location:

Pin Type: General



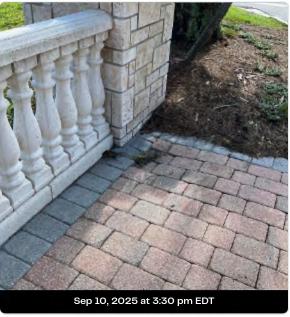
### Worklog:

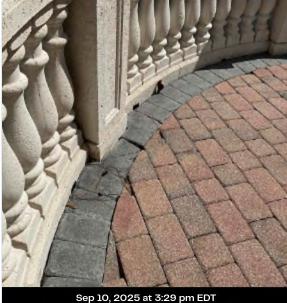
Branden J Marcinell September 10, 2025 3:30 PM EDT

Brick pavers settled.

Inspect for cause.

Spoke with CDD Supervisor Collier, this area will be inspected further once the gate repair and paver modifications are in place at the entrance. The same condition remains as of 10/14/2025.





45

**Needs Action** 

Categories: Sewer

Created by:



Branden J Marcinell

Sep 10, 2025 at 4:09 pm EDT

### Location:

Pin Type: General



### Worklog:

Branden J Marcinell September 10, 2025 4:09 PM EDT

Structure mortar around sanitary manhole is cracking and loose. Advise replacement.





Engineering - Landscape Architecture - Surveying

October 17, 2025

Ben Pfuhl Rizzetta & Company, Inc. C/O Madeira CDD 2806 N. Fifth St. Unit 403 St. Augustine, FL 32084 904-436-6270 bpfuhl@rizzetta.com

Re: **Proposal for Professional Engineering Services** 

**Project Name: Madeira CDD** Project No.: 16025.02

Dear Ben:

Matthews | DCCM is pleased to offer you this proposal to provide professional engineering services associated with the Sidewalk Ramp ADA compliance services for the Madeira CDD (Project) located off US 1 in St. Johns County.

Based on your request for proposal, Matthews | DCCM proposes to furnish professional engineering services for the project as described in "Exhibit A, Scope of Work," and according to the terms of our Continuing Services Contract with the Madeira Community Development District dated, April 4, 2023, on time and materials fee basis with a fee of \$2,500, plus direct reimbursable expenses.

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely, Matthews | DCCM

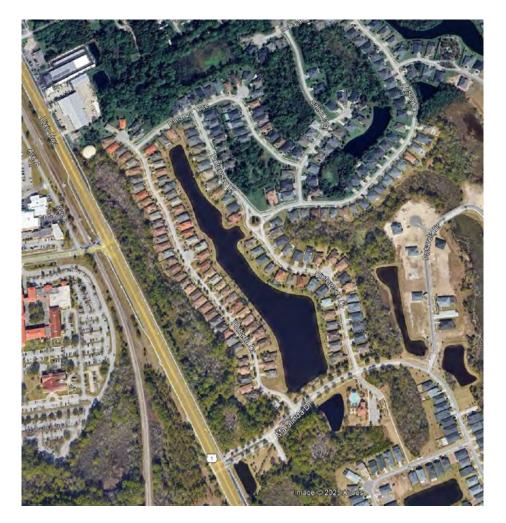
Mike Silverstein Director of Field Services

### **EXHIBIT A SCOPE OF WORK**

### I - Sidewalk Ramp ADA Compliance

Matthews | DCCM will provide an inspection and deficiency/maintenance punch list for the pedestrian sidewalk ramps for compliance with Americans with Disabilities Act (ADA) standards. This compliance inspection will cover areas within Portada Drive, Paranza Trace, Pintoresco Drive, and Maralinda Drive from the US1 entrance to Pintoresco Drive, including:

- Coordination with CDD Board of Supervisors, District Manager and/or District Attorney as needed.
- Walk-through inspection of all pedestrian ramps within the defined area limits stated above.
- Provide punch list report identifying all areas needing corrective action with suggested next steps.



Fees for sidewalk ramp ADA compliance services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$2,500, plus direct reimbursable expenses.

### **FEE SUMMARY**

The following list summarizes costs associated with work items as described in Exhibit A, Scope of Work.

Proposal – 16025.02 October 17, 2025 Page 3

I - Sidewalk Ramp ADA Compliance

\$2,500 (T&M)

**Total Estimated Cost:** 

\$2,500, plus direct reimbursable expenses

Matthews | DCCM will initiate services on this project immediately following receipt of the fully executed contract, included as Exhibit B.

# EXHIBIT B CONTRACT AGREEMENT

Upon acceptance, please sign, date, and return this Agreement to our office. We will return a fully executed copy of this Contract Agreement for your file, which will serve as Authorization to Proceed with services as described above.

The undersigned have executed this Agreement on the day and year set forth below. Authorized Signature Date On Behalf of Matthews | DCCM Mike Silverstein, Director of Field Services 7 Waldo Street St. Augustine, FL 32084 904.593.8686 msilverstein@dccm.com **CLIENT ACCEPTANCE AND AUTHORIZATION** Authorized Signature Date Name, Title On Behalf of Company/Client Name Billing Contact Billing Email Address Additional Billing Email Address (Copy to) Billing Address Address City, State, Zip Code Billing Phone No. MS/JQ 16025.02p1

# Tab 4

October



			Mov	ving S	Servi	ces							
Mowing St Augustine	25-Sep	3-Oct	9-Oct	16-Oct									
Mowing Bahia	25-Sep	3-Oct		16-Oct									
Edging	S	н	NE	S									
Blowing	у	у	у	у									
Weeding	N	Р	Р	N									
		s= soft e	dge		H=hard	edge	N=	non selec	tive	P=pullin	g	i i i i i i i i i i i i i i i i i i i	
			Deta	ail Ser	vice	S							
Trimming	24-Sep		3-Oct										
Weeding													

## **Agronomic Services**

Fertilization	9-25 T	9-26 T								
Insecticide										
Fungicide										
Herbicide	9-25 T	9-26T								
	Į	Į.	T=Turf		S=Shrub			l		

**Irrigation Service** 

Inspection Date	18-Sep								

Comment weed pressure is still an issue.pulling and spraying is taking place every week.
Turf Fertilization with Pre Emergent is scheduled was applied on 9-25 and 9-26
Next Irrigation Inspection is scheduled for 10-17

# Tab 5



October 15, 2025

Engineering - Landscape Architecture - Surveying

Ben Pfuhl Rizzetta & Company, Inc. C/O Madeira CDD 2806 N. Fifth St. Unit 403 St. Augustine, FL 32084 904-436-6270 bpfuhl@rizzetta.com

Re: Proposal for Professional Landscape Architecture Services

**Project Name: Madeira CDD Tree Survey** 

Project No.: 16025.03

Dear Ben:

Founded in 2005, **Matthews | DCCM** is a leading civil engineering firm offering full-service civil and land development engineering, roadway design, surveying, and landscape architecture. We proudly serve a wide range of public sector and private clients and have earned a solid reputation as a local leader for providing high-quality, innovative engineering solutions delivered timely and cost-effectively.

Staying true to our mission, *Engineering Better Communities*, our team takes an innovative approach to every project, creating thoughtful designs that balance functionality while preserving the often historic and ecosensitive quality of the communities we serve. Our engineers go beyond the rudimentary requirements of a job and intentionally seek ways to optimize a project's usability, convenience, and aesthetics while reducing environmental impact. From conception to completion, we partner closely with and work alongside our clients through each step of the process to successfully bring their vision to reality. Matthews | DCCM continues to receive national, state-wide, and local awards for being among "Best Places to Work" and a "Hot Firm" for growth.

We are pleased to offer you this proposal to provide professional landscape architecture services to prepare an Arborist and Landscape Evaluation for the Madeira CDD (Project) located off US1 in St. Johns County.

### I - Arborist and Landscape Evaluation

Matthews DCCM will conduct one site meeting with CDD representative to evaluate the trees and landscape conditions in the road island. We will take photos, tree measurements, tree assessment for health and potential hazards and to determine if backfilling the Tesoro Park island to alleviate the flooding will negatively impact the trees within the island. All findings will be documented in a written summary. Should additional site meetings, presentations, or design work be requested by the CDD, Matthews will prepare an additional services proposal.

Matthews | DCCM proposes to furnish professional services as described above and per "Exhibit A, General Terms & Conditions," which are attached hereto and made a binding part hereof by this reference, on a time and materials basis (T&M) with an estimated fee of \$1,650, plus direct reimbursable expenses. If these terms are agreeable, please sign and return the attached "Exhibit A, Contract Agreement."

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.

Proposal - 16025.03 October 15, 2025 Page 2

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,

Matthews | DCCM

Eric Lanehart, PLA, ISA

Director of Landscape Architecture

# EXHIBIT A GENERAL TERMS & CONDITIONS Revised: 08/22/2023

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

- Invoice balances aged over 90 days will incur a reinstatement fee of 15% of the total
  outstanding invoice balance. This reinstatement fee must be paid in full in addition to the full
  outstanding invoice balance in order for Matthews | DCCM to resume work on the project.
- Matthews | DCCM will stop all work and hold submittals in the case of a bounced check until a replacement check has cleared the bank.
- The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to Matthews | DCCM making submittals.
- Subcontractor services and fees paid by Matthews | DCCM on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the hourly rates listed herein.
- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. Matthews | DCCM will not accept back charges on corrective action without written agreement of both parties.
- g) Billing Rates. Below are the current billing rates. Billing rates are revised annually.

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LE	ADS
Principal	\$365.00
VP	\$275.00 - \$300.00
Division Lead	\$260.00 - \$285.00
Program Manager	\$240.00 - \$265.00
SENIOR PROFESSION	AL
Senior Professional Engineer	\$200.00 - \$270.00
Senior Planner	\$210.00-\$230.00
Senior Landscape Architect	\$220.00 - \$260.00
Senior Construction Inspector	\$195.00-\$210.00
PROFESSIONAL	
Professional Engineer	\$230.00 - \$240.00
Project Engineer	\$160.00 - \$190.00
Planner	\$160.00 - \$190.00
Landscape Architect	\$170.00 - \$190.00
Construction Inspector	\$170.00 - \$180.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$180.00 - \$200.00
Senior Landscape Designer	\$180.00 - \$200.00
CAD Designer and Engineering Tech	\$130.00 - \$170.00

SUPPORT STAFF	
Controller	\$150.00 - \$200.00
Graphic Designer	\$100.00 - \$140.00
Senior Graphic Designer	\$140.00 - \$180.00
Project Administrator and Project Coordinator	\$95.00 - \$120.00
ARCHITECTURE	
Project Manager, Architect	\$200.00 - \$255.00
Project Architect	\$170.00-\$190.00
Project Coordinator, Architect	\$140.00-\$170.00
Intern Architect	\$115.00 - \$140.00
CA, Architect	\$220.00 - \$240.00
Specifications Writer	\$220.00 - \$240.00
SURVEYING	
Project Director, Survey	\$215.00 - \$245.00
Senior Surveyor	\$170.00 - \$200.00
Senior GIS Enterprise Administrator	\$170.00 - \$200.00
Project Surveyor	\$155.00 - \$185.00
Project GIS Developer, Survey	\$155.00 - \$185.00
Staff Surveyor	\$135.00 - \$165.00
Staff GIS Analyst	\$135.00-\$165.00
Four Man Field Crew	\$215.00 - \$245.00
Three Man Field Crew	\$195.00-\$215.00
Two Man Field Crew	\$170.00 - \$200.00
One Man Field Crew	\$150.00-\$180.00
One Man Crew (GPS/RTK)	\$200.00 - \$230.00
Two Man Crew (GPS/RTK)	\$215.00 - \$245.00
CADD Technician, Survey	\$115.00-\$145.00
GIS Technician	\$115.00 - \$145.00
Field Technician, Survey	\$95.00 - \$125.00

- h) Reimbursable/Direct Expenses. Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:
  - Mileage will be billed per current IRS rates.
  - Production costs will be billed at the following rates:
    - Paper copies:
      - 81/2"x11" B&W \$0.27 each
      - 81/2"x11" Color \$0.50 each
      - 11"x17" B&W \$0.55 each
      - 11"x17" Color \$0.88 each
    - Plots 24" x 36":
      - Black line plots \$2.20 each
      - Color plots \$55.00 each
      - Mylar \$44.00 each
    - Binding: \$5.50 per book
    - Foam Board Mounted Color Plots: \$71.50 each
    - CD containing project data (i.e., CAD files, photographs, documents, etc.): \$13.20/each

Proposal – 16025.03 October 15, 2025 Page 6

The following will be billed at cost plus 15%:

- Travel and hotel expenses
- Shipping and delivery, including UPS shipping and courier services
- i) **Compliance.** All work will be performed in accordance with appropriate city, county, and state or other governmental regulations.
- j) Transfer or Termination. The Client or Matthews | DCCM may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate Matthews | DCCM for services rendered and costs incurred, in accordance with Matthews | DCCM's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) Retainer. If a retainer is required, it will be kept for the duration of the Project and applied to the final invoice. Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, Matthews | DCCM will refund the full retainer amount.
- l) Supplemental Owner's responsibilities Surveying Services.

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

- Obtaining a detailed survey scope from Matthews | DCCM to provide to the surveyor that describes in detail what Matthews | DCCM requires of the surveyor in order to correctly complete the engineering services for the project.
- Providing Matthews | DCCM with the surveyor's service agreement to review and approve prior to
  engagement of the surveyor to ensure the surveyor's service agreement includes the items outlined in the
  survey scope provided by Matthews | DCCM.
- Agreeing work from Matthews | DCCM will not commence until a complete survey is provided to Matthews | DCCM.
- Providing Matthews | DCCM the signed and sealed copies of the survey documents prior to the production of final construction plans.
- Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey, thus requiring the owner/client to contract with the surveyor for additional required services
- Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables.
- Alternatively; Agreeing if Matthews | DCCM is supplied with previously surveyed information, additional
  or updated survey information prior to commencement of engineering services may be required. The
  owner/client takes responsibility and liability for the supplied survey being a correct representation of the
  current existing conditions of the project site.

Proposal - 16025.03 October 15, 2025 Page 7

- m) Liability. Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- n) Terms Acceptance. Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (Matthews | DCCM) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by Matthews | DCCM.

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

## **EXHIBIT B CONTRACT AGREEMENT**

Upon acceptance, please sign, date, and return this Agreement to our office. We will return a fully executed copy of this Contract Agreement for your file, which will serve as Authorization to Proceed with services as outlined in the Scope of Work.

The undersigned have executed this Agreement on the day and year set forth below.			
Authorized Signature On Behalf of Matthews   DCCM Eric Lanehart, PLA, ISA, Director of Landscape Architecture 7 Waldo Street St. Augustine, FL 32084 904.593.8738 elanehart@dccm.com			
CLIENT ACCE	PTANCE AND AUTHORIZATION		
Authorized Sigi	nature	Date	
Name, Title			
On Behalf of	Company/Client Name		
Billing Contact_			
Billing Email Ac	ldress		
Additional Billin	g Email Address (Copy to)		
Billing Address	Address		
	City, State, Zip Code		
Billing Phone N	0		
EL/kb 16025.03p1			

# Tab 6

## Current Agreement

## LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN MADEIRA COMMUNITY DEVELOPMENT DISTRICT AND YELLOWSTONE LANDSCAPE, INC.

**THIS AGREEMENT** is made and entered into as of the 1st day of January, 2025, by and between:

**Madeira Community Development District,** a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of St. Augustine, Florida, and whose mailing address is c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa Florida 33614 ("District"), and

**Yellowstone Landscape, Inc.,** a Delaware corporation, whose mailing address is 3235 North State Street, Bunnell, Florida 32110 (the "Contractor").

## **RECITALS**

**WHEREAS,** the 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* (the "Act"); and

**WHEREAS**, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor previously submitted a proposal for the provisions of landscape services more fully described in the Scope of Services and proposal attached hereto as **Exhibit A** ("Scope of Services") and incorporated herein by reference, and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

**Now, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

## 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

- **B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- **C.** The Contractor shall provide the specific professional services as shown in Paragraph 3, of this Agreement.
- 3. Scope of Landscape and Irrigation Maintenance Services. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A** and the map attached hereto as **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. In addition to providing the services set forth on **Exhibit A**.
- 4. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
  - A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
  - **B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
  - C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
    - (1) The District hereby designates the District Manager or his or her designee, to act as its representative.

- (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- **D.** In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- **E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

## 5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement and as set forth in more detail on Exhibit A, the District agrees to pay the Contractor twelve (12) monthly payments of Seven Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$7,833.33), for a not-to-exceed annual total of Ninety-Four Thousand Dollars (\$94,000.00), unless terminated earlier in accordance with Section 13 below. Work shall commence on January 1, 2025 and continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below. The Agreement shall automatically renew at the same price unless the District gives notice that it does not wish to take advantage of a renewal at least 30 days in advance of the end of the prior one year term.
- **B.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Services in addition to those described in the attached Proposal, may be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the direction of the District. Fees for such additional services shall be as provided for in the attached Proposal or, if not identified, as negotiated between the District and the Contractor.

- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- **D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

### 6. INSURANCE.

- **A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (I) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of

or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- **B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## 7. INDEMNIFICATION.

- Α. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or

in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

- 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.
- 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.
- 10. 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.
- 11. 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.
- 12. 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.

- 13. TERMINATION. The District agrees that the Contractor 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 Contractor agrees that the District may terminate this Agreement immediately with or without cause by providing thirty (30) days written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor 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 Contractor.
- **14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- **15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.
- 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- 17. 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.
- **18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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.
- 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent that any of the terms of this Agreement are determined to conflict with any terms included in the attached Proposal, the terms of this Agreement are agreed and deemed to be controlling.
- **20. 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 Contractor.

- 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 22. **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:

Α. If to the District: Madeira

> Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Attn: District Manager

With a copy to: Kutak Rock, LLP

> 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to the Contractor: Yellowstone Landscape, Inc.

> 3235 North State Street Bunnell, Florida 32110

Attn: \_\_\_\_\_

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 Contractor may deliver Notice on behalf of the District and the Contractor. 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.

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

- **24. 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.
- 25. 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.
- **26. EFFECTIVE DATE.** This Agreement shall become effective on July 1, 2023, and shall remain in effect in accordance with the terms set forth in Section 5(A) above unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.
- PUBLIC RECORDS. Contractor understands and agrees that all documents of any 27. kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Benjamin Pfuhl ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, INFO@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- **28. 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.
- **29. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.
- **30. 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.
- **31. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- **32. COMPLIANCE WITH SECTION 20.055,** *FLORIDA STATUTES.* The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
- **33. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
  - **A.** Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - **B.** Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - **C.** Section 287.135, Florida Statutes, titled *Prohibition against contracting with scrutinized companies*;
  - **D.** Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
  - **E.** Section 287.138, Florida Statutes, titled *Contracting with entities of foreign countries of concern prohibited.*

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies under penalty of perjury that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**34. CONFLICTS.** To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

[remainder of page intentionally left blank]

# Tab 7



Proposal #: 621726 Date: 10/20/2025

From: Brandon Nelson

# Landscape Enhancement Proposal for **Madeira CDD**

Ben Pfuhl Rizzetta & Company, Inc. 2806 N. 5th St St. Augustine, FL 32084 bpfuhl@rizzetta.com

## **LOCATION OF PROPERTY**

Maralinda Dr & US 1 St. Augustine, FL 32095

## **Pinestraw Madeira December-January**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Pinestraw	1	\$7,500.00	\$7,500.00

The Installation of 1000 Bales of Pine- Straw in Madeira CDD Plant Beds.

**Terms and Conditions:** Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

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

	AUTHORIZATION TO PERFORM WORK:
Ву	
	Print Name/Title
Date	
	Madeira CDD

Subtotal	\$7,500.00
Sales Tax	\$0.00
Proposal Total	\$7,500.00

THIS IS NOT AN INVOICE



Landscape Enhancement Proposal for **Madeira CDD** 

Ben Pfuhl Rizzetta & Company, Inc. 2806 N. 5th St St. Augustine, FL 32084 bpfuhl@rizzetta.com

## Proposal #: 621737 Date: 10/20/2025

From: Brandon Nelson

## **LOCATION OF PROPERTY**

Maralinda Dr & US 1 St. Augustine, FL 32095

## **Tesoro Island Sump Pump Installation**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Sump Pump installation	1	\$8,200.00	\$8,200.00

Installation of sump pump, electrical, and discharge pipe to storm drain. Will have to cross the road and sidewalk with electrical installation.

**Terms and Conditions:** Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

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

	AUTHORIZATION TO PERFORM WORK:
Ву	
	Print Name/Title
Date	
	Madeira CDD

Subtotal	\$8,200.00
Sales Tax	\$0.00
Proposal Total	\$8,200.00

THIS IS NOT AN INVOICE

# Tab 8

### **RESOLUTION 2026-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO MADEIRA AT ST. AUGUSTINE MASTER OWNERS' ASSOCIATION, INC.; PROVIDING CERTAIN AUTHORIZATIONS AND AN EFFECTIVE DATE.

WHEREAS, the Madeira Community Development District Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in the City of St. Augustine, St. Johns County, Florida; and

WHEREAS, the District owns the real property ("Property") described in that certain *Quitclaim Deed* attached hereto as **Exhibit A** ("Deed") and illustrated in the map attached hereto as **Exhibit B**; and

**WHEREAS,** the Madeira at St. Augustine Master Owners' Association, Inc. ("HOA") has requested that the District convey the Property to the HOA via the Deed; and

**WHEREAS,** the District is willing to convey the Property to the HOA as set forth in this Resolution.

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

- **SECTION 1.** All of the representations, findings, and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.
- **SECTION 2.** The District's Board of Supervisors hereby authorizes the conveyance of the Property to the HOA via the Deed.
- **SECTION 3**. The Board hereby authorizes the Chairman, in consultation with District staff, to effectuate any revisions to the Deed. Consistent with such approvals, the Chairman, District Manager, and District Counsel, are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the conveyance of the Property from the District to the HOA. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the conveyance. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.
- **SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

## PASSED AND ADOPTED this 28<sup>TH</sup> day of October, 2025.

ATTEST:	MADEIRA COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

### Exhibit A

This instrument was prepared by:	(This space reserved for Clerk)
Kutak Rock LLP 107 W College Avenue Tallahassee, Florida 32301	

## **QUITCLAIM DEED**

This Indenture made this \_\_\_\_ day of \_\_\_\_\_\_\_, 2025 by and between Madeira Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated within the City of St. Augustine, St. Johns County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, hereinafter referred to as "Grantor,", and MADEIRA AT ST. AUGUSTINE MASTER OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation whose mailing address is 7785 Baymeadows Way, Suite 210, Jacksonville, Florida 32256, hereinafter referred to as "Grantee."

**Witnesseth:** Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, releases and forever quitclaims unto Grantee, his heirs and assigns forever, all right, title, and interest which Grantor may have in and to that certain tract or parcel of land situated in St. Johns County, Florida described on Exhibit A attached hereto and incorporated herein by reference.

As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

[Signature page follows]

**In Witness Whereof,** Grantor has caused this deed to be executed in its name by its undersigned duly authorized officer the date above written.

## **WITNESS**

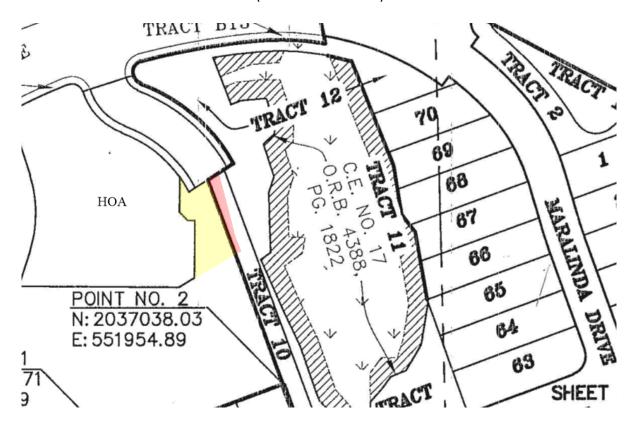
## MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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Address:	Name.
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STATE OF	
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The foregoing instr	rument was acknowledged before me by means of $\Box$ physica
	notarization, this day of, 2025, by
	, as of Madeira Community Development
<b>District</b> , who appeared befo	ore me this day in person, and who is either personally known to me
	as identification.
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped
	or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

## Exhibit A

Exhibit B
Map of Conveyed Property
(as indicated in red)



# Tab 9

### **RESOLUTION 2026-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT APPROVING ACCEPTANCE OF THE PLATS TITLED "MADEIRA AT ST. AUGUSTINE PHASE 2C UNIT 1" AND "MADEIRA AT ST. AUGUSTINE PHASE 2C UNIT 2" AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the Madeira Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, and maintaining public infrastructure improvements; and

WHEREAS, the District has been created and established for the purpose of delivering certain community development services and facilities for the benefit of the landowners and residents of the District; and

WHEREAS, the plats titled *Madeira at St. Augustine Phase 2C Unit 1* and *Madeira at St. Augustine Phase 2C Unit 2* (together, the "Plats") dedicate certain tracts and related easements to the District; and

**WHEREAS,** the District now desires to approve the Plats and the dedications set forth in the Plats.

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

**SECTION 1.** The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District hereby approves of the Plats and hereby authorizes the Chairman to sign the Plats, copies of which are attached hereto as Exhibit A and Exhibit B, on the District's behalf.

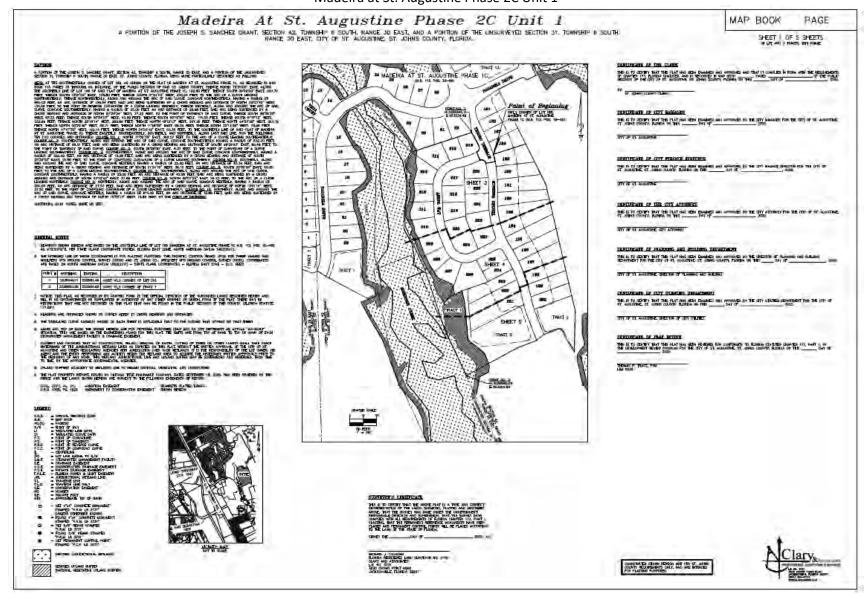
**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 28<sup>th</sup> day of October, 2025.

Exhibit B: Madeira at St. Augustine Phase 2C Unit 2

ATTEST:	MADEIRA COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chairperson, Board of Supervisors
<b>Exhibit A:</b> Madeira at St. Augustine Phase 2C Unit 1	

## **Exhibit A**Madeira at St. Augustine Phase 2C Unit 1



MAP BOOK PAGE

Madeira At St. Augustine Phase 2C Unit 1
A BORTION OF THE JOSEPH S. BANCHEZ GRANT. SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNBURNEYED SECTION 51, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY UP 5T. AUGUSTINE, ST. JOHNS COUNTY, PLORDOA.

SHEET 2 OF 5 SHEETS

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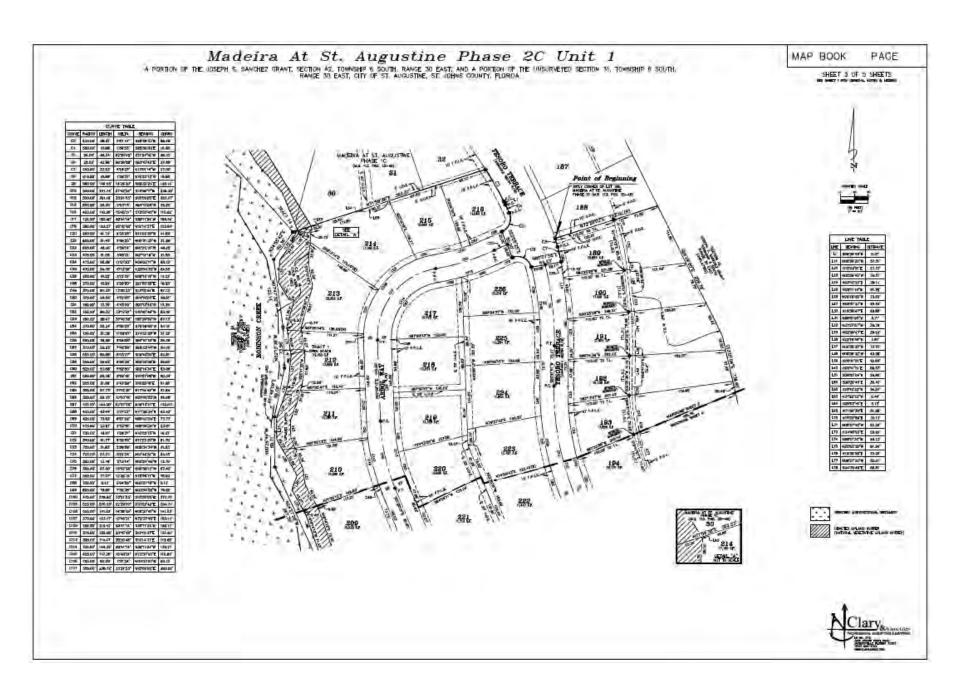
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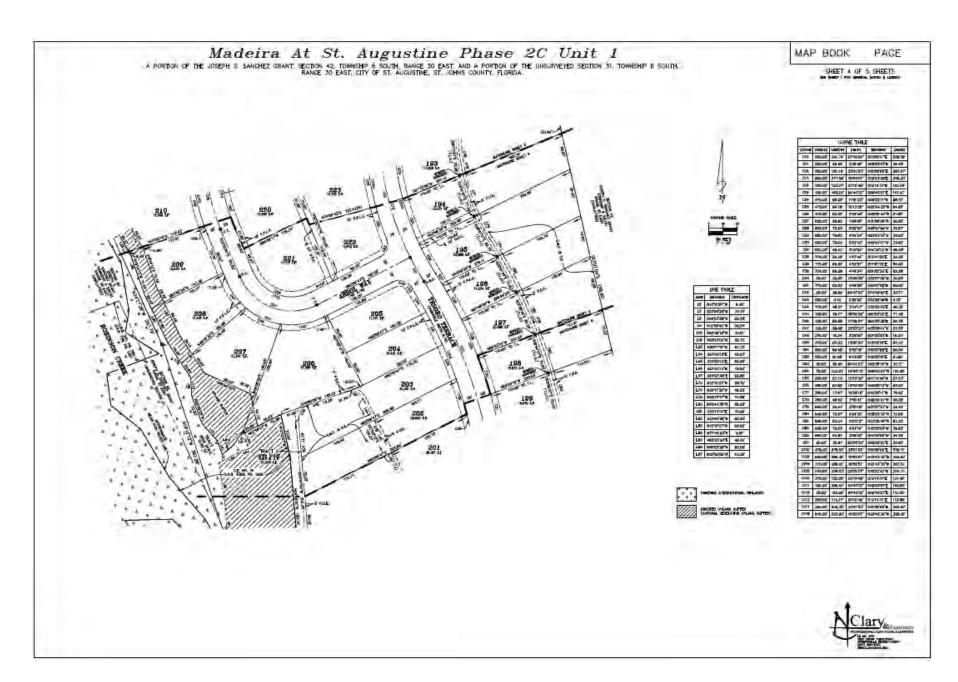
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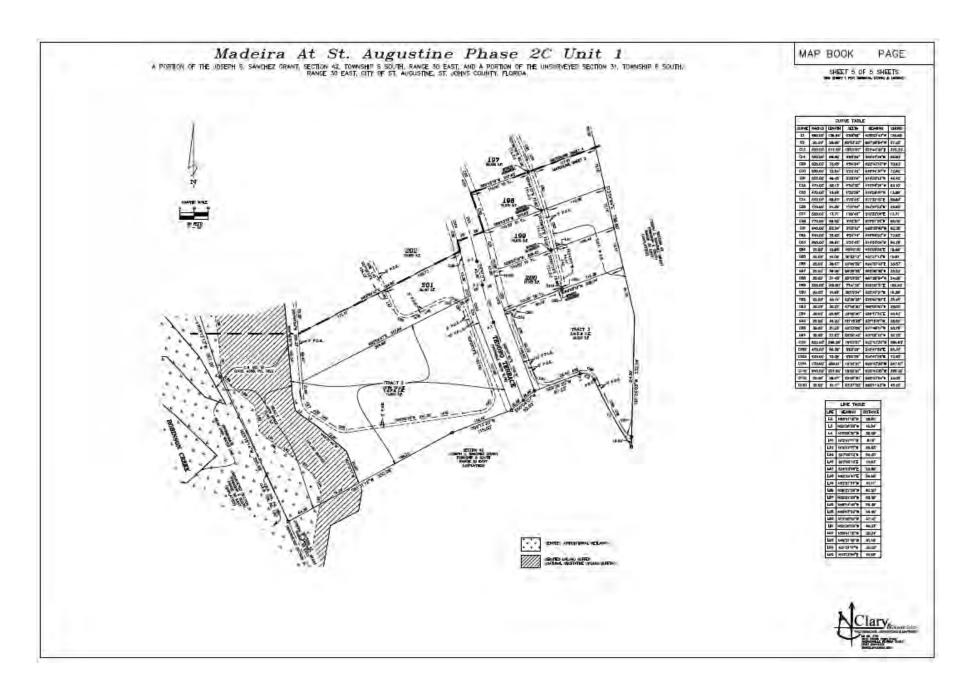
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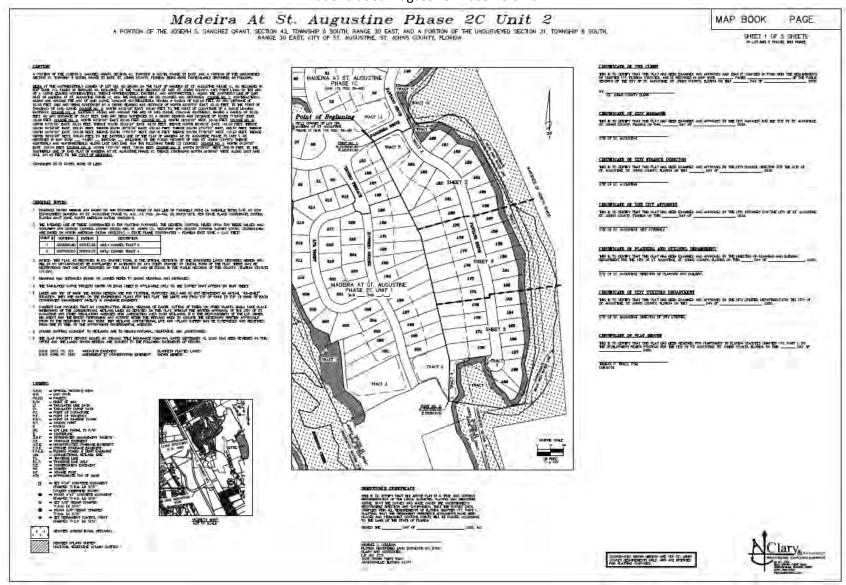








## **Exhibit B**Madeira at St. Augustine Phase 2C Unit 2



# Madeira At St. Augustine Phase 2C Unit 2 A PORTION OF THE JOSEPH S SANCHEZ ISBAIT, SECTION 40, TOWNSHIP & SOUTH, HANGE UP EAST, AND A PORTION OF THE UNSURVENED SECTION 31, TOWNSHIP & SOUTH, RANGE UP EAST, OTH OF ST. AUGUSTINE, ST. JOHNS CHUATY, RUDROS.

MAP BOOK PAGE

SHEET 2 OF 5 SHEETS

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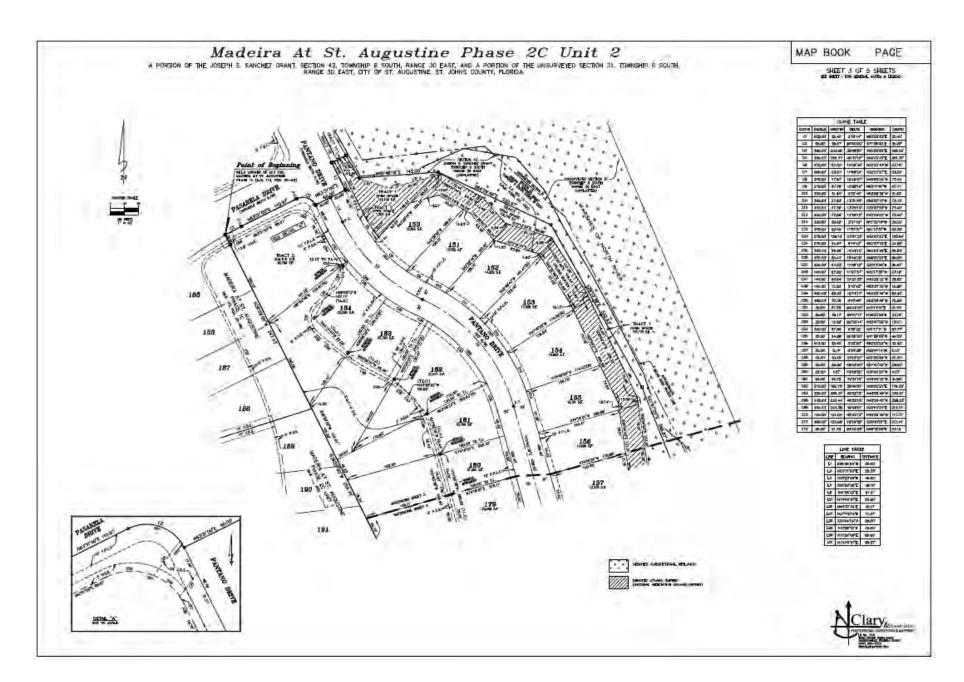
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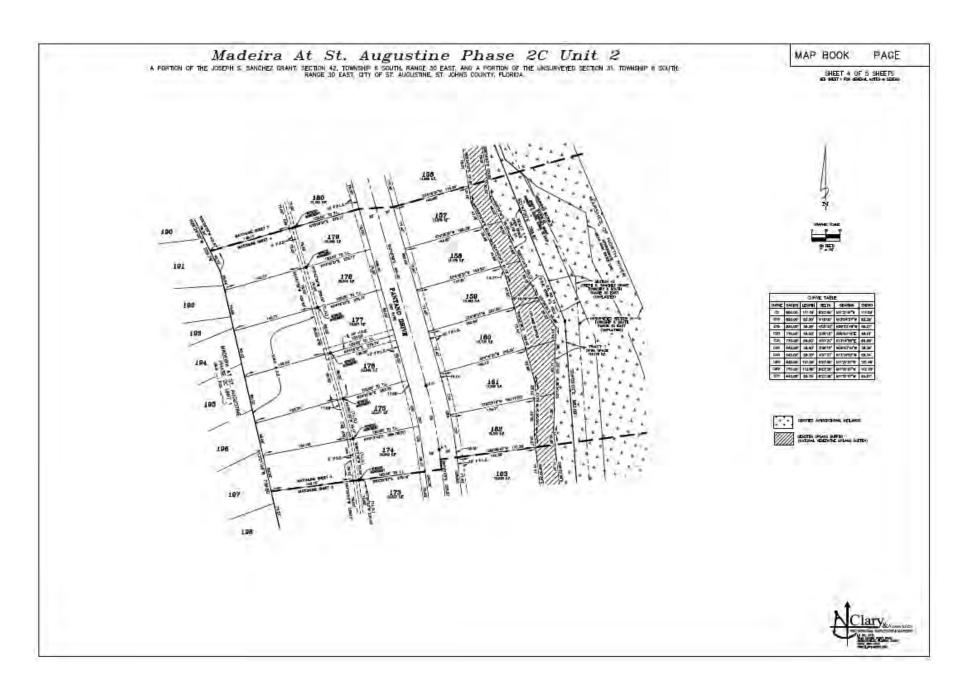
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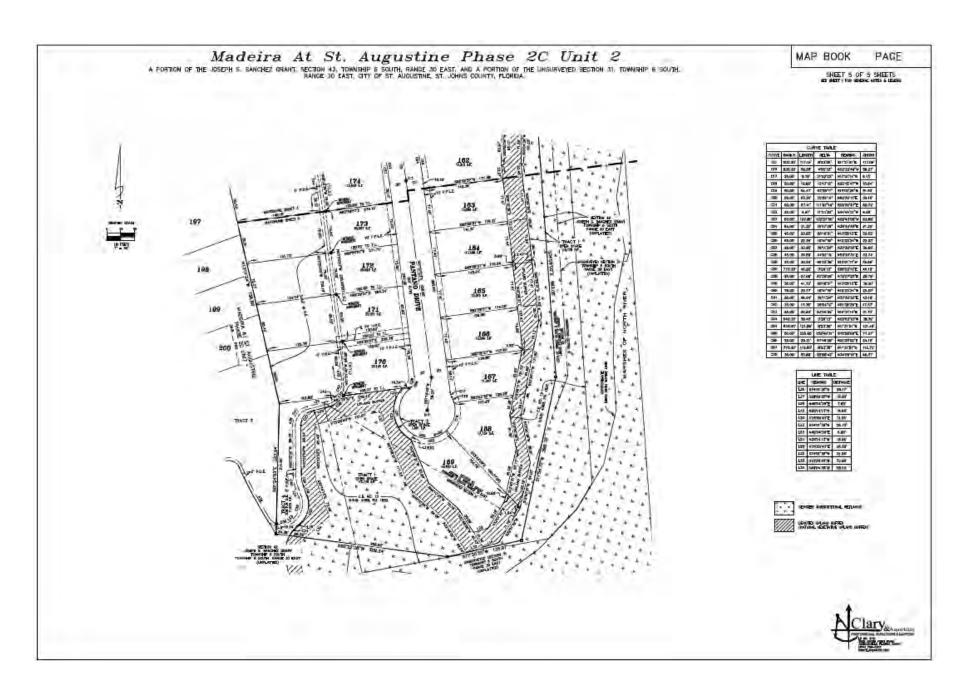
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# **Tab 10**

# FIRST COAST CONTRACT MAINTENANCE SERVICES, LLC

MAINTENANCE SERVICES, LLC 352 Perdido St Saint Johns, FL 32259-8756

lauren@firstcoastcms.com www.firstcoastcms.com

## Estimate 1107



## **ADDRESS**

Non-Contract Service Madeira CDD

(904)537-9034

DATE 10/21/2025 TOTAL **\$13,772.88** 

## P.O. NUMBER

Bench and Trash Receptacle

MONTH OF SERVICE

Nov

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Misc. Labor Purchase Uline Trash Recepticles and benches on behalf of the CDD (sales Tax removed with Tax Exemption). NOTE: Trash bins selected does not have an available rain bonnet through Uline. (11 benches and 4 trash recepticles)	1	10,468.82	10,468.82
	Purchasing Fee 3% purchase fee	10,468.82	0.03	314.06
	<b>Misc. Labor</b> Assembly and installation of benches and trash bins	1	1,950.00	1,950.00
	<b>Misc. Labor</b> Rain Bonnet Option	4	260.00	1,040.00

TOTAL \$13,772.88

THANK YOU.

Accepted By Accepted Date