



Rizzetta & Company

# Madeira Community Development District

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**Board of Supervisors' Meeting  
January 27, 2026**

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

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

<b>Board of Supervisors</b>	Brian Riddle Michael Guida Gary Brownell Orville Dothage, III Laurie Collier	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
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<b>District Manager</b>	Lesley Galagher	Rizzetta & Company, Inc.
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<b>District Counsel</b>	Wes Haber	Kutak Rock, LLP
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<b>District Engineer</b>	Alex Acree Mike Silverstein	Matthews – DCCM Matthews – DCCM
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**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

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

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**Board of Supervisors  
Madeira Community  
Development District**

**January 20, 2026**

## **FINAL AGENDA**

The **regular** meeting of the Board of Supervisors of Madeira Community Development District will be held on **January 27, 2026, at 10:00 a.m.** at the St. Augustine - St. Johns County Airport Authority 4730 Casa Cola Way St. Augustine, FL 32095.

### **BOARD OF SUPERVISORS MEETING:**

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Special Meeting  
Held December 2, 2025 ..... Tab 1
  - B. Ratification of Operation & Maintenance Expenditures for  
November 2025 ..... Tab 2
4. **STAFF REPORTS - PART A**
  - A. District Engineer ..... Tab 3
    1. Presentation of WMD Pond Inspection Report – *Under Separate Cover*
    2. Update on Underdrain Repairs on Pintoresco and Portada
    3. Discussion on Special Project Billing
  - B. Landscape Manager – Yellowstone Report ..... Tab 4
    1. Consideration of Landscape Enhancement Proposal(s)
  - C. Pond Report ..... Tab 5
5. **BUSINESS ITEMS**
  - A. Consideration of Audit Engagement Letter Fiscal Year 2025 ..... Tab 6
  - B. Consideration of Sidewalk Repair Proposals  
(to also include ADA pads if required) – *Under Separate Cover*
  - C. Consideration of Pressure Washing Proposal ..... Tab 7
  - D. Discussion Regarding Road Review – Presented by Supervisor Collier  
– *Under Separate Cover*
  - E. Discussion Regarding Gutter, Curbing and Sidewalk Review  
– Presented by Supervisor Collier – *Under Separate Cover*
  - F. Discussion Regarding the Purchase of Additional Benches and  
Rain Bonnets for Trash Receptacles
  - G. Discussion Regarding Dog Waste Stations, Trash Removal and  
Signage for Pantano Park
  - H. Discussion Regarding Road  
Responsibilities/Sharing of Responsibilities, Underdrains, Roadways,  
Sidewalk/Curb Repairs/ADA Warning Pads
  - I. Discussion Regarding Items for Budget Workshop
6. **STAFF REPORTS – PART B**
  - A. District Counsel
  - B. District Manager

**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

**MINUTES OF MEETING**

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

**MADEIRA  
COMMUNITY DEVELOPMENT DISTRICT**

11 The **special** meeting of the Board of Supervisors of Madeira Community Development  
12 District was held on **December 2, 2025, at 10:00 a.m.** at the St. Augustine - St. Johns County  
13 Airport Authority, 4730 Casa Cola Way, St. Augustine, FL 32095.

**Attendance:**

Brian Riddle	<b>Board Supervisor, Chairman</b>
Michael Guida	<b>Board Supervisor, Vice Chairman</b>
Gary Brownell	<b>Board Supervisor, Assistant Secretary</b>
Laurie Collier	<b>Board Supervisor, Assistant Secretary</b>
Orville Dothage	<b>Board Supervisor, Assistant Secretary</b>

22 Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Kutak Rock, LLP (Speaker Phone)</b>
Mike Silverstein	<b>District Engineer, Matthews Design</b>
Brandon Nelson	<b>Account Manager, Yellowstone Landscape</b>
Steve Stershic	<b>Branch Manager, Yellowstone Landscape</b>
Bill Lanius	<b>Arendale Holdings</b>
Doug Maier	<b>Arendale Holdings</b>

32 Audience present.

**FIRST ORDER OF BUSINESS****CALL TO ORDER/ROLL CALL**

36 Mr. Riddle called the meeting to order at 10:00 a.m. and read the roll.

**SECOND ORDER OF BUSINESS****AUDIENCE COMMENTS ON AGENDA  
ITEMS**

41 Audience comments were heard on the meeting minutes involving line spacing, punctuation and  
42 the surplus property verbiage used in a motion.

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51**THIRD ORDER OF BUSINESS****CONSIDERATION OF MINUTES OF THE  
BOARD OF SUPERVISORS' REGULAR  
MEETING HELD ON OCTOBER 28, 2025**

On a motion by Ms. Collier, seconded by Mr. Guida, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held October 28, 2025, as amended to incorporate changes requested by the audience, for Madeira Community Development District.

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57**FOURTH ORDER OF BUSINESS****RATIFICATION OF OPERATION &  
MAINTENANCE EXPENDITURES FOR  
OCTOBER 2025**

On a motion by Mr. Dothage, seconded by Mr. Guida, with all in favor, the Board ratified the Operation & Maintenance Expenditures for October 2025 in the amount of \$40,571.36, for Madeira Community Development District.

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59**FIFTH ORDER OF BUSINESS****STAFF REPORTS – PART A**60  
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62**A. District Engineer**63  
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65**1. Presentation of Tesoro Park Report**

Mr. Silverstein reviewed his report for Tesoro Park and sketch reflecting recommendations found under Tab 3 of the agenda. Direction was given for Yellowstone to provide a proposal based on the sketch included in the report with the Chairman sharing this with the Landscape Account Manager.

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69**2. Presentation of Sidewalk Ramp Report**

Mr. Silverstein reviewed the Sidewalk Ramp Report (Exhibit A). Discussion ensued regarding priorities. The District Engineer was directed by the Board to spray the priority areas and provide these locations to the District Manager so she may obtain repair proposals to review at the next meeting.

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The Board approved curbing repairs on all inlet repairs should the additional cost fall within the not to exceed amount approved. Should a curb repair be required, the contractor will forward over a proposal outlining this in order to accurately track the total cost of each project. The Board authorized Supervisor Collier to complete the review of proposals for curbing repairs as needed.

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86 It was then noted that the work on the inlets at 87 and 78 Pintoresco was beginning tomorrow  
87 and that Matthews was issuing a \$160.00 credit on a future invoice to offset billing for a  
88 requisition processing item on the last inlet repair billing, as a requisition was not required in  
89 the end. Discussion ensued regarding the need to review the fiscal year 2026/27 budget  
90 amount for District Engineering services as he has been engaged more frequently during the  
91 last several months than in the past and the current budget amount will be grossly insufficient  
92 for the current fiscal year and next if the level of required engagement continues.

#### 95 **B. Landscape Manager - Yellowstone Report**

97 Mr. Nelson introduced Mr. Stershic as the Branch Manager for Yellowstone and reviewed his  
98 report found under Tab 4 of the agenda. He noted that they are beginning treatment with a  
99 new chinch bug product as they have become resistant to treatments used in the past.

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101 **1. Consideration of Palm Trimming Proposal**  
102 **2. Consideration of Irrigation Upgrade Proposal**

103 On a motion by Mr. Riddle, seconded by Ms. Collier, with all in favor, the Board  
104 approved the Yellowstone proposals for palm tree trimming in the amount of 6,120.00  
105 and the irrigation upgrade proposal for the clock replacement in the amount of  
106 \$2,008.00, for Madeira Community Development District.

#### 107 **SIXTH ORDER OF BUSINESS**

#### 108 **CONSIDERATION OF GATE STORE RATE ADJUSTMENT FOR 2026**

109 On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board  
110 approved the Gate Store rate adjustment to \$1,530.00 annually for the bi monthly  
111 preventative maintenance effective January 1, 2026 contingent on this being required  
112 for the new gates and authorized Mr. Brownell to review, for Madeira Community  
113 Development District.

#### 114 **SEVENTH ORDER OF BUSINESS**

#### 115 **CONSIDERATION OF LIGHTING PROPOSALS**

116 The Board reviewed the Waterout lighting proposal found under Tab 6 of the agenda and  
117 discussion ensued regarding which areas were priorities and budget considerations with  
118 other large-scale projects currently underway and unanticipated stormwater drain repairs. It  
119 was noted that the lighting in Tesoro park and at the entry had been installed back in June  
120 2022 at an expense of \$29,550.00 and the pricing in the current proposal had remained in  
121 line since that period of time. It was also discussed that this project should be timed to take  
122 place with the gate replacement project.

On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board approved the full proposal from Waterout to include all areas identified in the proposal at an expense of \$29,850.00, for Madeira Community Development District.

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**EIGHTH ORDER OF BUSINESS**

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**CONSIDERATION OF GATE POST  
AND SIGN PAINTING PROPOSALS**

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The Board reviewed a proposal found under Tab 7 of the agenda from Kept Companies for the painting of 10 metal posts, 5 gate hinge braces and the black metal fence at the guard house building as well as the lettering of both sides of the entry monument sign. Discussion ensued regarding the "prep" that was listed in the proposal and the need to clean the areas prior to being painted.

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On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board approved a not to exceed amount of \$1,600.00 for pressure washing the guard house and entry should it be required, for Madeira Community Development District.

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On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board approved the Kept Companies painting proposal at the expense of \$2900.00 for areas identified under the building section and \$495.00 for the lettering on the monument sign, for Madeira Community Development District.

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**NINTH ORDER OF BUSINESS**

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**UPDATE ON TRAFFIC CALMING**

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Mr. Brownell updated the Board that he has a call later this week with the St. Augustine Police Department and expects to have an update at the next meeting. Mr. Guida requested that he relay four stop concerns as well.

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**TENTH ORDER OF BUSINESS**

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**RATIFICATION OF FPL LIGHTING  
AGREEMENT FOR PHASE 2C,  
UNITS I & II**

On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board ratified the approval of the FPL lighting agreement for Phase 2C, Units I & II, for Madeira Community Development District.

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**ELEVENTH ORDER OF BUSINESS**

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**STAFF REPORT – PART B**

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**A. District Counsel**

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Mr. Haber reviewed that he had spoken with Mr. Lanius prior to the meeting regarding completing the paperwork to process another requisition prior to the next meeting for improvements in the last plat, which the Board approved. He briefly outlined this process noting that previously the Board had requested the opportunity to inspect areas in advance outside of the engineer's certification.

On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board authorized the approval of the requisition and delegated authority to Supervisor Collier with respect to the inspection and the Chairman with respect to final sign off of the requisition package, for Madeira Community Development District.

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Mr. Haber then reviewed a second topic regarding obligation for maintenance of the sidewalk in the right of way (ROW). Discussion ensued regarding the verbiage in the declaration of covenants and restrictions and the responsibility of the homeowner vs. CDD to maintain.

Discussion continued to damage done by property owners that have completed a construction project causing damage to the sidewalk in the CDD ROW. The Board authorized Wes to work with the Homeowners Association (HOA) to add verbiage for the sidewalks to the HOA responsibility to make sure he is comfortable from a CDD standpoint.

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**B. District Manager**

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Ms. Gallagher updated the Board that the total for the well repairs had been \$7,922.50 and she would work on submitting a cost share invoice to the HOA per agreement. She also noted that her office is currently working on completing the Records Management Compliance Statements by the annual deadline.

It was requested that the sidewalk report provided by the District Engineer be included as an exhibit for the minutes of this meeting with the report only and no images other than the map.

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**TWELVTH ORDER OF BUSINESS****SUPERVISOR REQUESTS & AUDIENCE COMMENTS****Supervisor Requests:**

202 Mr. Brownell requested copies of any traffic enforcement agreements.

**Audience Comments:**204 Mr. Lanius provided an update on Ponce Island Drive and the boardwalk. Audience  
205 comments were also heard regarding the four way stop.

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**THIRTEENTH ORDER OF BUSINESS****ADJOURNMENT**

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On a motion by Mr. Riddle, seconded by Ms. Collier, with all in favor, the Board adjourned the meeting at 12:00 p.m., for Madeira Community Development District.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

**Exhibit A**



Engineering - Landscape Architecture - Surveying

7 Waldo Street, St. Augustine, FL 32084 | 904.826.1334 | [www.matthews.dccm.com](http://www.matthews.dccm.com)

[mdg.cei@dccm.com](mailto:mdg.cei@dccm.com)

LICENSE #26535, LB8590, LA6666877

## General Information

Project Name	16025 Madeira		
Prepared By	Mike Silverstein		
Date Of Visit	11/17/2025 1:19 PM EST		
Date Prepared	11/17/2025 EST		
Weather	Clear	Temp	72
Site Conditions		Date of Last Report	10/27/2025 EST
Present at Site	P. Lanh		

## Site Notes

**Mike Silverstein** November 17, 2025 1:36 PM EST

ADA Ramp Inspection Performed on 11/11/2025

## Corrected since last report

N/A

## Observations

### Safety

 47 ADA ramp is acceptable.

 48 ADA ramp is acceptable.

 52 ADA ramp is acceptable.

 53 ADA Ramp is acceptable

 54 ADA ramp is acceptable.

**Observations****10****55**

ADA Ramp is acceptable.

**11****56**

ADA ramp is acceptable.

**12****57**

ADA ramp is acceptable.

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ADA ramp is acceptable.

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ADA ramp is acceptable.

**15****60**

ADA ramp is acceptable.

**19****64**

ADA ramp is acceptable.

**22****67**

ADA ramp is acceptable.

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ADA ramp is acceptable

**26****71**

ADA ramp is acceptable.

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ADA ramp is acceptable.

**28****73**

ADA ramp is acceptable.

**29****74**

ADA ramp is acceptable.

**30****75**

ADA ramp is acceptable.

## Observations



76

ADA ramp crack, monitor for worsening condition, not currently declared as a trip hazard.

## Needs Action

### Safety



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Raised sidewalk panel in ramp, consider grinding flush to adjacent flag.



49

Raised sidewalk panel in ramp, remove and replace.



50

Crack in ADA ramp, but not a hazard. Monitor for worsening condition. Spalling in curb within ramp, attempt patch or remove and replace. No hazard. Acceptable if curb spalling can be corrected.



51

Cracks in curb at end of ramp, creating uneven surface at ADA ramp and sidewalk. Large gap between ADA ramp and curb, cracks in curb. Suggest removing and replace curb within ramp and ADA ramp.



61

ADA ramp missing 2% or less landing area currently 6.6%. Suggest reconstruction. Refer to attached ADA ramp detail. Consult with engineer for grading solutions.



62

ADA ramp missing 2% or less landing area currently 5.6%. Suggest reconstruction. Refer to attached ADA ramp detail. Consult with engineer for grading solutions.



63

Raised sidewalk panel in ramp, consider grinding flush.



65

ADA ramp missing truncate dome/ADA mat. Install ADA mat.



66

ADA ramp missing 2% or less landing area currently 6.1%. Suggest reconstruction. Refer to attached ADA ramp detail. Consult with engineer for grading solutions.

ADA ramp missing truncate dome/ADA mat. Install ADA mat.



69

ADA ramp missing truncate dome/ADA mat. Install ADA mat.



70

ADA ramp missing 2% or less landing area currently 5.1%. Suggest reconstruction. Refer to attached ADA ramp detail. Consult with engineer for grading solutions.



70

ADA ramp missing 2% or less landing area currently 5.1%. Suggest reconstruction. Refer to attached ADA ramp detail. Consult with engineer for grading solutions.

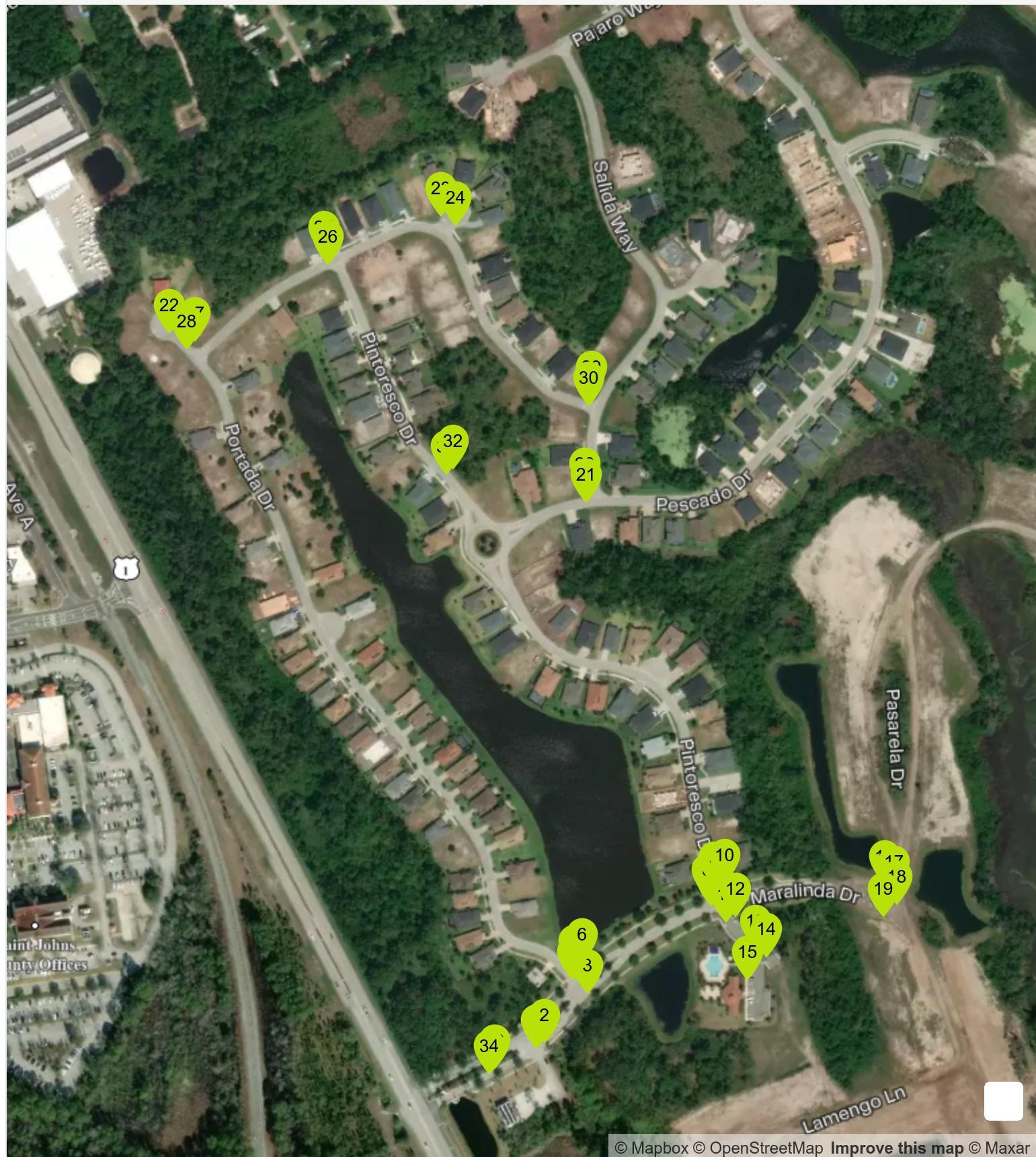
**Needs Action**

**32** 77 ADA ramp missing 2% or less landing area currently 5.1%. Suggest reconstruction. Refer to attached ADA ramp detail. Consult with engineer for grading solutions. ADA ramp missing truncate dome/ADA mat. Install ADA mat.

**33** 78 Raised sidewalk panel in ramp, consider grinding flush.

**34** 79 ADA ramp missing 2% or less landing area currently 3.2%. Suggest reconstruction. Refer to attached ADA ramp detail. Consult with engineer for grading solutions. Crack within ADA ramp, suggest grinding flush to correct or monitor for worsening condition if not exceeding 1/4". If required, replace with ramp reconstruction.

## Map Overview



## Tab 2

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
madeiracdd.org

**Operation and Maintenance Expenditures**  
**November 2025**  
**Presented For Board Approval**

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

The total items being presented: **\$83,476.74**

Approval of Expenditures:

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Chairperson

Vice Chairperson

Assistant Secretary

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City of St. Augustine	300162	1713287	Water Services 10/25	\$ 1.92
City of St. Augustine	300162	1713289	Water Services 10/25	\$ 90.20
City of St. Augustine	300162	1717343	Water Services 10/25	\$ 511.98
COMCAST	20251114-1	8495 74 310 1318970 11/25	Internet Services 11/25	\$ 116.85
Doody Daddy, LLC	300163	2511-M	Dog Waste Supplies & Maintenance 11/25	\$ 710.00
East Coast Wells & Pump Service	300169	53317	Irrigation Repair 09/25	\$ 190.00
East Coast Wells & Pump Service	300169	53368	Irrigation Repair 10/25	\$ 482.50
East Coast Wells & Pump Service	300169	53416	Irrigation Repair 11/25	\$ 7,250.00
Florida Power & Light Company	20251125-4	111125- 0442977146 ACH	Electric Services 10/25	\$ 27.54
Florida Power & Light Company	20251125-4	111125- 1773097140 ACH	Electric Services 10/25	\$ 29.73

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	20251125-4	111125-2802315446 ACH	Electric Services 10/25	\$ 27.37
Florida Power & Light Company	20251125-3	111125-5746344448 ACH	Electric Services 10/25	\$ 118.55
Florida Power & Light Company	20251125-3	111125-6205433060 ACH	Electric Services 10/25	\$ 225.02
Florida Power & Light Company	20251125-1	111125-8134119497 ACH	Electric Services 10/25	\$ 2,223.43
Florida Power & Light Company	20251125-2	111125-8539487143 ACH	Electric Services 10/25	\$ 27.15
Florida Power & Light Company	20251125-2	111425-69300-92066 ACH	Electric Services 10/25	\$ 27.15
Florida Power & Light Company	20251104-1	17027-26132 10/25 ACH	Electric Services 10/25	\$ 32.53
Florida Power & Light Company	20251125-5	8172672506-111125 ACH	Electric Services 10/25	\$ 27.31
Florida Power & Light Company	20251118-1	9814072501-110625 ACH	Electric Services 10/25	\$ 143.06
Gannett Florida LocaliQ	300158	0007405156	Legal Advertising 10/25	\$ 208.00

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gold Contracting, LLC	300159	25-187	Driveway Repair 11/25	\$ 1,800.00
Ground Control of Florida, LLC	300156	231-01	Storm Drain Repair 10/25	\$ 17,050.00
Hidden Eyes, LLC	300164	760573	Monthly Services 11/25	\$ 2,494.00
Hidden Eyes, LLC	300160	761434	Monthly Services 10/25-11/25	\$ 16.00
Hidden Eyes, LLC	300164	762475	Security Monitoring & Maintenance 11/25	\$ 24.00
John Pastore	300165	29500	Aquatic Maintenance 10/25	\$ 1,540.00
JoyLights, LLC	300166	304	Holiday Lighting 11/25	\$ 4,622.86
Kutak Rock, LLP	300157	3642375	Legal Services 07/25	\$ 1,394.59
Kutak Rock, LLP	300172	3657349	Legal Services 08/25-10/25	\$ 6,132.18
Matthews Design Group LLC	300167	194173	Engineering Services 10/25	\$ 1,435.00

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta & Company, Inc.	300155	INV0000104489	District Management Fees 11/25	\$ 5,024.00
School Now	300161	INV-SN-1067	Website & Compliance Annual Services FY25-26	\$ 1,537.50
St. Johns County Airport Authority	300171	120225 BOS	BOS Meeting Room Fee	\$ 100.00
St. Johns County Tax Collector	300168	111725-381	Property Tax Postage 11/25	\$ 86.32
The Gate Store, Inc.	300170	32320	Gate Deposit 11/25	\$ 27,750.00
<b>Report Total</b>				<b>\$ 83,476.74</b>

## Tab 3

Project No. 16025.01	Project Name - Madeira. Underdrains	Date and Time 12/03/2025 2:00pm
Contractor Ground Control	Project Manager Alex Acree	Quality Control Monitor Pong Lanh
Temperature 66 High 54 Low	Weather Overcast	Hours on Jobsite 3.0

## JOB SITE OBSERVATION REPORT

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### **Demo / Erosion:**

- Demo. – No work observed.
- Erosion Control – N/A.

### **Grading / Drainage:**

- Grading – N/A.
- Excavation – Contractor removed the existing curb/curb apron to Inlet #47 and #48. (**Photo 4647, 4652**).
- Drainage – Installed 2ea. underdrain to the Inlet #48. (**Photo 4660, 4661**).

### **Note:**

- Laurie Collier with CDD was on site following the work progress and made a comment that she has confidence in the Contractor.
- Contractor plans to install the underdrain tomorrow and poured the curb/curb aprons to both inlets this Friday.
- Contractor installed underdrain 2' from lip of curb to underdrain invert. (**Photo 4650**).
- Contractor plans to pour the concrete aprons and curb this Friday morning.
- Contractor provide MOT and barricade the site at end of day. (**Photo 4658**).



*Photo 4647: Removal of existing curb aprons/curb at Inlet 48.*



*Photo 4652: Removal of existing curb at Inlet 47.*



Photo 4660: Underdrain installation left of Inlet 48.



Photo 4661: Underdrain installation right of Inlet 48.



*Photo 4650: Underdrain at 2' depth.*



*Photo 4658: Safe-up job site at end of workday.*



Engineering - Landscape Architecture - Surveying

7 Waldo Street, St. Augustine, FL 32084 | 904.826.1334 | [www.matthews.dccm.com](http://www.matthews.dccm.com)

[mdg.cei@dccm.com](mailto:mdg.cei@dccm.com)

LICENSE #26535, LB8590, LA6666877

## Tab 4



Property

Madeira CDD

October

### Mowing Services

Mowing St Augustine		1_8												
Mowing Bahia		—												
Edging		1_8H												
Blowing	12_23	1_8												
Weeding	12_23													

s= soft edge

H=hard edge

N= non selective

P=pulling

### Detail Services

Trimming	1_12	1_22												
Weeding	1_12		1_22											

### Agronomic Services

Fertilization	1_22T													
Insecticide														
Fungicide														
Herbicide	1_22T													

T=Turf

S=Shrub

### Irrigation Service

Inspection Date	1_27													

Will Trim Freeze Damage in Late February

Winter Turf Fertilization and Pre emergent scheduled for the 22nd

Irrigation inspection is scheduled for the 27th of January

Woodline cutback on Lemego on the 22nd



Proposal #: 651433

Date: 1/19/2026

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

**Irrigation Repairs January 2026**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
2 New Valves, Pipe, and T for Mainline Repair	1	\$935.00	\$935.00
Irrigation Labor	7	\$95.00	\$665.00

The repair of the broken mainline by pump. The ball valve and two broken valves need to be replaced as well.

**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:**

By \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Madeira CDD

Subtotal	\$1,600.00
Sales Tax	\$0.00
<b>Proposal Total</b>	<b>\$1,600.00</b>

**THIS IS NOT AN INVOICE**



Proposal #: 645810

Date: 1/5/2026

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

**Madeira Tesoro Park Median Fill Dirt**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Labor for Fill Installation and Grading	8	\$75.00	\$600.00
Fill Dirt	15	\$30.00	\$450.00

The installation of 20 yards of fill dirt to raise the grade, as noted by the District Engineer.

**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:**

By \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Madeira CDD

Subtotal	\$1,050.00
Sales Tax	\$0.00
<b>Proposal Total</b>	<b>\$1,050.00</b>

**THIS IS NOT AN INVOICE**



**Proposal #: 651403**

Date: 1/19/2026

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

**Podocarpus Replacement**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Labor for Removal and Planting	4	\$75.00	\$300.00
Podocarpus (7gal)	12	\$62.00	\$744.00

The replacement of 12 Podocarpus by an electrical box at the Maralinda and Parasela intersection.

**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:**

By \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Madeira CDD

Subtotal	\$1,044.00
Sales Tax	\$0.00
<b>Proposal Total</b>	<b>\$1,044.00</b>

**THIS IS NOT AN INVOICE**

## Tab 5



100 Aquatic Drive  
St. Augustine, FL 32084  
Phone 904-880-1817  
Fax – 904-880-1339  
[info@bluewaterjax.com](mailto:info@bluewaterjax.com)

**Stormwater Pond Report**  
**Madeira Community Development District**

*Prepared for*

**Lesley Gallagher / Senior District Manager**

Rizzetta and Company

904.436.6270

*Prepared by*

Capt. John Pastore / President

FDEP Erosion and Sediment Inspector # 48427

Bluewater Environmental of Florida, Inc

100 Aquatic Drive

St. Augustine, FL 32084

Cell: 904-806-1184

Office: 904-880-1817

[john@bluewaterjax.com](mailto:john@bluewaterjax.com)

MADEIRA CDD STORMWATER POND REPORT: DECEMBER 2025

POND #	SEVICE DATE	TREATMENT TYPE	INVASIVE TARGET	ALGAE CONTROL	WATER LEVELS	WATER QUALITY
1	12/29/25	Submergent	Pond Weed	Shoreline	Normal	Fair
2	12/29/25	Emergent	Alligator Weed	None Present	Normal	Good
3	12/29/25	Emergent	Torpedo Grass	None Present	Normal	Good
4	12/29/25	Emergent	Torpedo Grass	None Present	Normal	Good
5	12/29/25	Emergent	Torpedo Grass	None Present	Normal	Good
6	12/29/25	Emergent	Alligator Weed	None Present	Normal	Good
7	12/29/25	Emergent	Bacopa / T. Grass	None Present	Normal	Good
8	12/29/25	Emergent	Torpedo Grass	None Present	Normal	Fair
9	12/29/25	Submergent	Southern Naiad	Shoreline	Normal	Fair
10	12/29/25	Emergent	Torpedo Grass	None Present	Normal	Good
11	12/29/25	Emergent	Torpedo Grass	None Present	Normal	Good
12	12/29/25	Emergent	Alligator Weed	None Present	Normal	Good
13	12/29/25	Submergent	Southern Naiad	Planktonic	Normal	Fair

COMMENTS:

- 1)- Site Photos of Ponds 10 and 11 were not suitable and were not included within this report.
- 2)- Water quality throughout the Community was good with the exception of planktonic algae located in pond #13.
- 3)- Trash management was minimal along all shorelines.
- 4)- Water levels have been consistently normal despite current drought conditions.
- 5)- Invasive weeds and grasses along affected shorelines have been diminished to minimal levels.
- 6)- Cooler environmental conditions will drop the overall lake temperatures throughout the month of January helping subdue plant growth.

OVERVIEW:

The stormwater ponds located within the madeira Community have responded well to our maintenance program over the past 6 months. Stormwater ponds that have persistently developed planktonic algae issues will be monitored for excess phosphate levels that may be a result of nutrient runoff. Overall lake conditions are good with water clarity moderately high.

SITE PHOTOS: December 29, 2025



Figure No. 1 - Pond #1



Figure No. 2 - Pond #2



Figure No. 3 - Pond #3



Figure No. 4 - Pond #4



Figure No. 5 - Pond #5



Figure No. 6 - Pond #6



Figure No. 7 - Pond #7



Figure No. 8 - Pond #8



Figure No. 9 - Pond #9



Figure No. 10 - Pond #12



Figure No. 11 - Pond #13



Figure No. 4 - Pond #14 (directly connected to Pond 313)

## Tab 6

## ADDENDUM TO AUDITOR ENGAGEMENT LETTER ("ADDENDUM")

The following provisions govern the Agreement referenced below:

1. **Background** – Berger, Toombs, Elam, Gaines & Frank, CPA PL (“**Auditor**”) sent to the Madeira Community Development District (“**District**,” together with the Auditor, the “**Parties**”) an Engagement Letter for Audit Services, dated November 12, 2025, attached hereto as **Exhibit A** (“**Engagement Letter**,” together with the Addendum, the “**Agreement**”).
2. **Services** - The Agreement sets forth the services and fees or other compensation to be provided for the services. The Auditor agrees to render the audit services in accordance with auditing standards generally accepted and as adopted by the Florida Board of Accountancy. The District maintains a general fund, and may also maintain other funds related to prior tax-exempt bond issuances. As part of the services, and as part of the audit report, the Auditor shall provide, among other things:
  - a. a Management Letter, as required by the Auditor General;
  - b. a report on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements as well as any noncompliance with such that could have a material effect on the financial statements; and
  - c. a statement describing corrective actions to be taken in response to each of the auditor’s recommendations included in the audit report, if any.
3. **Invoices** - All invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement.
4. **Public Records Laws** - The Auditor further agrees to comply with public records laws, such as the requirements under section 119.0701 of the Florida Statutes, to the extent applicable.
5. **E-Verify** - Contractor shall comply with all applicable provisions of Section 448.095, *Florida Statutes*.
6. **Timing** - The Auditor shall take all necessary steps to ensure the audit is completed in a timely fashion so that the audit report may be approved by the District’s Board of Supervisors and filed by June 15th after the end of the fiscal year under review, or such earlier date as required by the applicable trust indenture. The Auditor shall submit a preliminary draft audit report to the District for review no later than May 15 of the fiscal year that follows the fiscal year for which the audit is being conducted. Further, the Auditor shall submit a final audit report to the District for review, no later than June 1 of the fiscal year that follows the fiscal year for which the audit is being conducted. Assuming that the District’s Manager timely provides records within 10 days of a written request from the Auditor, the failure to timely complete the audit shall result in the Auditor forfeiting Fifty Percent (%50) of the Auditor’s fee.
7. **Termination** - This Agreement may be terminated for any or no reason upon 5 days prior written notice to the other party. In the event of any termination, the Auditor’s sole remedy shall be to collect any unpaid amounts earned under the Agreement, subject to any offsets that the District may have.
8. **Miscellaneous** - The Engagement Letter and this Addendum constitute the complete and exclusive statement of the Agreement. The Parties understand that this Addendum shall not alter any of the terms of the Engagement Letter except as described herein. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Engagement Letter, this Addendum controls.

BERGER, TOOMBS, ELAM, GAINES & FRANK, CPA PL

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A:** Audit Services Engagement Letter

**EXHIBIT A**

Audit Services Engagement Letter



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950  
772/461-6120 // 461-1155  
FAX: 772/468-9278

November 12, 2025

Madeira Community Development District  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit Madeira Community Development District's, (the "District"), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Madeira Community Development district and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart

Madeira Community Development District

November 12, 2025

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2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

**The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

Madeira Community Development District

November 12, 2025

Page 3

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and

Madeira Community Development District

November 12, 2025

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- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Reporting**

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.

Madeira Community Development District  
November 12, 2025  
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### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Non-audit Services**

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;

Madeira Community Development District  
November 12, 2025  
Page 6

3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

### **Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$4,185 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

Madeira Community Development District

November 12, 2025

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Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

### **Indemnification, Limitation of Liability, and Claim Resolution**

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District agrees to indemnify, holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

### **Confidentiality**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Madeira Community Development District  
November 12, 2025  
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### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

### **Termination**

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Madeira Community Development District  
November 12, 2025  
Page 9

### **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

### **Governing Law**

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

### **Entire Agreement**

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Madeira Community Development District  
November 12, 2025  
Page 10

### **Electronic Signatures and Counterparts**

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

### **Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,



*Berger Toombs Elam  
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
CERTIFIED PUBLIC ACCOUNTANTS PL

Maritza Stonebraker, CPA

Confirmed on behalf of the addressee:

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

## Report on the Firm's System of Quality Control

To the Partners of

November 30, 2022

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL

and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER\_REPORT22)



**BodinePerry**  
Certified Public Accountants & Advisors

**ADDENDUM TO ENGAGEMENT LETTER**  
**MADEIRA COMMUNITY DEVELOPMENT DISTRICT**  
**DATED NOVEMBER 12, 2025**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**RIZZETTA & COMPANY  
3434 COLWELL AVENUE, SUITE 200  
TAMPA, FL 33614  
PHONE: 813-995-2437**



**Auditor:** \_\_\_\_\_

**District: Madeira Community  
Development District**

**Title: Director**

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

**Title:** \_\_\_\_\_

**Date: November 12, 2025**

**Date:** \_\_\_\_\_

## **Tab 7**



Kept Companies  
1(800) 847-3735

**Proposal Number:**

KC-49828

**Date of Proposal:**

Jan 19th, 2026

**Rizzetta & Company**  
2806 North 5th Street  
St. Augustine, FL 32084

**Lesley Gallagher,**

Thank you for your interest in our **facility services**.

**Why choose Kept Companies?**

- **Technology** is our key differentiator and our custom in-house platforms enable seamless communication, automated service reminders and notifications to keep you informed. Our job site crews utilize our app to document all work to provide piece of mind and work verification documentation available in our user-friendly client portal.
- **Our national presence** enables us to provide local teams consisting of dedicated service professionals from your area who are committed to upholding the highest service standards. Being locally managed means we are responsive, reliable, and familiar with your specific needs.
- **Sustainability** is important at Kept and we take an "eco-first approach" to everything we do. As a customer of Kept you benefit from our green, sustainable and environmentally friendly services.

**Next Steps:**

On the following pages, you will find our proposal for the services we discussed. Select your services, agree to the terms, provide any notes, then sign and accept the quote. We look forward to servicing your business. Please don't hesitate to contact me with any questions, my contact information is listed below.

Thank you,  
**Jason Krynoch**

  
Business Development Manager

jason.krynoch@keptcompanies.com | (904) 832-0635

**Madeira**  
184 Maralinda Drive  
St. Augustine, FL 32095

**Trip Charge:**

\$0.00

**Minimum Charge:**

\$0.00

**Note:** A Fuel Surcharge of **10%** is added at invoicing.

## **Building: Exterior Cleaning**

Pressure wash specified areas on maps attached.

1. Entry Tower and Sign, Entry monuments and guardrail, Gatehouse and walls. (\$1,185)

2. Sidewalks: (\$1,532)

- Maralinda: \$1,287
- Salida Way: \$245

3. Other Entry Areas: (\$2,455)

- Block Wall from Guardrail to Water. \$595 (includes \$300 for floating dock, can be removed if crew can use waiters.)
- Curbs along Maralinda from US1 to just past Amenity Center: \$1,155
- Pavers near Entry Tower and Guardhouse: \$705

4. Additional Sidewalks and Curbs (area just past Amenity to Pasarela Dr in Common Areas: (\$820)

- Sidewalks: \$375
- Curbs: \$445

5. 3 Eyebrows at Roundabout: (\$150)

6. Additional Orange Areas: (\$4,140)

- A. Tesoro Park Path and Curbing along common areas and Island: \$890
- B. Sidewalks and Curbs: \$845 (pavers: \$1,075 additional)
- C. Roundabout Eyebrows, Path in Park, Sidewalks, Monument and Curbs: \$1,490 (Pavers: \$2,475 additional)
- D. Path along back of parking lot at Amenity Center to mailbox: \$625 (Includes figure 8's walking path and the concrete pad at Lemago Ln)
- E. Curbing and Sidewalks along Common Area: \$290

7. St Johns Conty water meter rental for use with city water sources (hydrant): (\$995)

Fuels Surcharge added at Invoicing:

Total with FSC: \$11,277

<b>On Call</b>	<b>None</b>
<input type="checkbox"/> 1 unit \$10,251.82 ea	<input type="checkbox"/>

## **Sidewalk: Pressure Wash**

Option for PAVERS in Area B and C: \$3,550

Fuel Surcharge is added at invoicing.

Total with FSC: \$3,550

On Call	None
<input type="checkbox"/> 1 unit \$3,227.27 ea	<input type="checkbox"/>

## Terms & Conditions

**Conditions for Proposal:** Prices are valid for 30 days from receipt of this proposal. All proposed work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Kept Companies is authorized to do the above-described work, and payment will be **Net 30**. Prices do NOT include applicable state tax, **fuel surcharges** and or local ordinance surcharges (\$3.00) unless otherwise specified above. Cancellation of service with no notice will result in a trip charge. A minimum notice of 8 hours is required for cancellation of any service. Kept Companies is comprehensively insured and guarantees all work performed.

**I agree to all of the above Terms & Conditions including all applicable fuel surcharge rates.**

Initial

### Approval & Signature

The above prices, specifications and conditions are satisfactory and are hereby accepted. Kept Companies is authorized to do the work as specified. My signature below represents my acceptance of this proposal.

**PLEASE SIGN & DATE**

---

Signature

---

Title / Position

---

Date

**FLEETWASH**



**KRYS<sup>TAL</sup>  
KLEAN**

**MAINTAINTHAT**

**GREASE  
PRO**

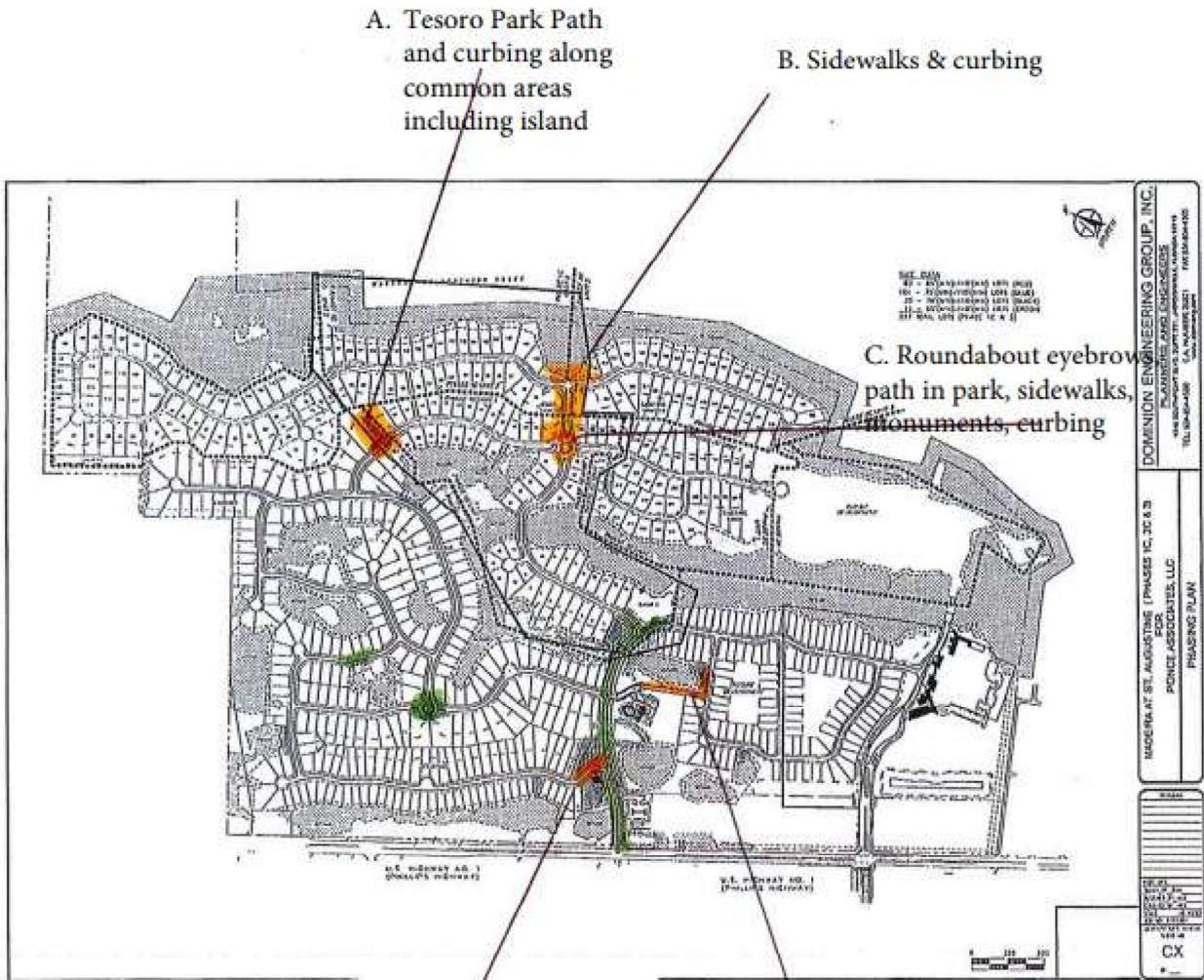
**Climco  
Mechanical**

**ENVIROCLEAN**

**GlideRite**

**SunScrub**





E. Curbing and sidewalks along common area

D. Path along back of parking lot at amenity center to mailbox area.





