



Rizzetta & Company

Madeira Community Development District

**Board of Supervisors' Special Meeting
June 9, 2026**

**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 Michael Guida Gary Brownell Orville Dothage, III Laurie Collier	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutak Rock, LLP
District Engineer	Ivan Lamos, PE	Matthews Design Group

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

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

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

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

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Madeira Community
Development District

June 1, 2026

FINAL AGENDA

The **special** meeting of the Board of Supervisors of Madeira Community Development District will be held on **June 9, 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 ITEMS**
 - A. Discussion Regarding Speed Bumps
 - B. Discussion Regarding Traffic Control Agreement Tab 1
4. **SUPERVISOR REQUESTS & AUDIENCE COMMENTS**
5. **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

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE/DISTRICT ROADS

This Agreement for Traffic control on Private or Special District Roads located in the _____ **subdivision** ("SUBDIVISION") is entered into by and between the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation of the State of Florida ("CITY") and _____ **ASSOCIATION, INC./COMMUNITY DEVELOPMENT DISTRICT** ("PRIVATE/DISTRICT PARTY"), located in St. Augustine, St. Johns County, Florida.

WITNESSETH:

WHEREAS, PRIVATE/DISTRICT PARTY owns fee simple title to all the roadways lying within SUBDIVISION (hereinafter "PRIVATE/DISTRICT ROADS") more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein; and

WHEREAS, PRIVATE/DISTRICT PARTY shall sign and complete the Affidavit attached hereto and incorporated herein as **Exhibit "B"**, affirming PRIVATE/DISTRICT PARTY'S ownership of all PRIVATE/DISTRICT ROADS located within the SUBDIVISION; and

WHEREAS, pursuant to State Statute, CITY does not have traffic control jurisdiction over PRIVATE/DISTRICT ROADS such as those owned by PRIVATE/DISTRICT PARTY; and

WHEREAS, Florida Statute Section 316.006(2)(b) provides that a city may exercise jurisdiction over any private or special district roads if the city and the private/district party owning such roads provide for city traffic control jurisdiction by a written agreement approved by the governing board of the city; and

WHEREAS, PRIVATE/DISTRICT PARTY has requested that the CITY exercise traffic control jurisdiction upon certain PRIVATE/DISTRICT ROADS identified herein; and

WHEREAS, the CITY is willing to exercise traffic control jurisdiction upon PRIVATE/DISTRICT ROADS.

NOW, THEREFORE, in consideration of the covenants and conditions herein, CITY and PRIVATE/DISTRICT PARTY hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** CITY agrees to exercise jurisdiction over traffic control upon the PRIVATE/DISTRICT ROADS pursuant to the terms and conditions expressed in Florida Statute Section 316.006(2)(b) and subject to the terms and conditions specified in **Exhibit "C"**. Notwithstanding the above, both parties acknowledge and agree that exercise of said jurisdiction will be provided by volunteer duty officers between the hours of _____am –

_____pm in minimum two (2) hour increments only as volunteers for extra duty are available.

3. **Traffic Study; Signage.** PRIVATE/DISTRICT PARTY shall establish the speed limit in compliance with Florida Statutes Chapter 316 for the PRIVATE/DISTRICT ROADS and shall be responsible for posting the speed limit as appropriate using Department of Transportation ("DOT") approved signage along said roads (See *Exhibit "C"*).

4. **Authority in Addition to Existing Authority.** The CITY's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by CITY over the PRIVATE/DISTRICT ROADS and nothing herein shall be construed to limit or remove any such authority. The CITY agrees to continue to provide such police and fire services as are required by law.

5. **Compensation.** PRIVATE/DISTRICT PARTY shall compensate CITY for services performed under this Agreement at the rate of _____ dollars per hour (\$_____.00) per enforcement officer. Enforcement officers will be provided in two (3) hour increments or greater as provided in paragraph 2 above. Services will be billed in arrears bi-weekly and are due upon receipt.

6. **City to Retain Revenues.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the PRIVATE/DISTRICT ROADS shall be apportioned in the manner set forth in applicable statutes.

7. **Liability Not Increased.** Neither the existence of the Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than that which the CITY would ordinarily be subjected to when providing its normal police services.

8. **Indemnification.** To the fullest extent permitted by law, PRIVATE/DISTRICT PARTY shall indemnify, defend, and hold the CITY (including all their officers, employees and agents) harmless from any loss, cost, damage or expense, including attorney's fees, for any action arising out of, related to, or stemming from either directly or indirectly, the enforcement activities provided through this Agreement. To ensure its ability to fulfill its obligation under this paragraph, PRIVATE/DISTRICT PARTY shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and shall file with the CITY current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the CITY as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the CITY. Evidence (e.g. binder) of compliant insurance is attached as **Exhibit "D"**.

9. **Road Maintenance.** Neither the existence of the Agreement nor anything contained herein shall impose any obligation or duty upon the CITY to provide maintenance

on and/or drainage of the PRIVATE/DISTRICT ROADS. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the PRIVATE/DISTRICT ROADS shall at all times be solely and exclusively the responsibility of PRIVATE/DISTRICT PARTY.

10. **Term.** The term of this Agreement shall be for _____ year(s), commencing on the date of the execution by the last two parties signing hereto. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with approval by the City Commission.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to CITY:

CITY OF ST. AUGUSTINE
ATTN: CITY MANAGER
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085

Copy to:

ST. AUGUSTINE POLICE DEPARTMENT
151 KING ST
ST. AUGUSTINE, FLORIDA 32084

As to PRIVATE/DISTRICT PARTY:

[NAME]

_____ [ADDRESS]
_____ [ADDRESS]

Copy to:

_____ [ATTORNEY]

(If Applicable)

_____ [ADDRESS]

_____ [ADDRESS]

13. **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. Signature and

acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CITY

**CITY OF ST. AUGUSTINE, FLORIDA
a municipal corporation**

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
_____, Mayor-Commissioner

Date: _____

PRIVATE/DISTRICT PARTY

_____ **ASSOCIATION, INC.,
a Florida not-for-profit corporation/CDD**

WITNESS:

Print Name: _____

By: _____

Date: _____

Print Name: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Isabelle C. Lopez, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me the undersigned authority, personally appeared, _____, who after being duly sworn, states as follows:

1. My name is _____, my title is _____ of _____ Association, Inc./CDD I base my statements in this affidavit on my personal knowledge.
2. To the best of my knowledge, all roadways within the property description attached as Exhibit "A" to the Agreement for Traffic Control on Private/District Roads are owned by _____ Association, Inc./CDD.

Further affiant sayeth not.

_____ Association, Inc./CDD

Subscribed and sworn to me on _____, 2021, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT "C"

TRAFFIC STUDY; SIGNAGE

*The following procedures are intended to provide the applicant with sufficient information to meet the requirements of Paragraph 3 of the Agreement titled: **Traffic Study; Signage.***

SECTION I – SUBDIVISION SIGNING AND MARKING PLAN

The applicant should procure the as-built subdivision file from the official records. The original plans for the subdivision may not have signing and marking plans. *If a signing and marking plan does not exist, a provision to establish a plan will need to be included in the engineering scope of services.*

SECTION II – ENGINEERING SERVICES

A Professional Engineer registered in the State of Florida shall provide engineering services. The applicant should seek professional services of an engineering firm that has expertise in Traffic Engineering. The engineering firm that designed the subdivision may have expertise in this field. Fees for professional services and expenses associated with the requirements of Paragraph 3 of the agreement will be the responsibility of the applicant.

SECTION III – ENGINEERING STUDY

The Engineering Study will consist of a Traffic Study Outline, Traffic Study Report, and Certified Signing Plan. The Traffic Study Outline will contain the proposed study methods and standards to be employed by the consultant, and shall reference applicable sections of the Manual on Uniform Traffic Control Devices. Approval of the study outline by the St. Augustine Police Department (SAPD) must be obtained prior to proceeding with field investigations.

Speed Limits must be established in accordance with Chapter 316 of the Florida Statutes. The methodology for establishing speed limits can be found in the Manual of Speed Zoning for Highways, Roads and Streets in Florida, published by the Florida Department of Transportation. Study methods for establishing speed limits will also be included in the Traffic Study Outline.

❖ Golf Cart Use

Certain streets may be designated for golf cart use after a determination is made by your engineer and confirmed by City Traffic Operations that golf carts may safely travel on or cross the public road or street. Considering factors including speed, volume and character of motor vehicle traffic using the road or street. With the exception of speed limits, the study procedures for golf cart use will follow the engineering study requirements in Section II: Engineering Services and Section III: Engineering Study.

A certification statement will be printed on the Signing Plan (see format below), which shall be affixed with the seal and signature of a Professional Engineer, registered in the State of Florida.

TRAFFIC CONTROL PLAN CERTIFICATION

Subdivision: _____

This plan is an accurate representation of the type and location of each traffic control sign or device at the time of certification. Each sign or device shown herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices. Speed limits as posted, have been established in accordance with Florida Statute 316.

(SEAL)

Signature

Print Name: _____

Professional Engineer

FINAL SUBMITTAL

The applicant will submit the Certified Traffic Control Plan and Engineering Report to SAPD. Following approval by SAPD, the applicant may proceed with completing the remaining requirements of the agreement.

EXHIBIT "D"

INSURANCE BINDER