Rizzetta & Company

Madeira
Community Development District

Board of Supervisors' Meeting
October 29, 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	Chairman
	Michael Guida	Vice Chairman
	Gary Brownell	Assistant Secretary
	Orville Dothage, III	Assistant Secretary
	Laurie Collier	Assistant Secretary
District Manager	Lesley Galagher	Rizzetta & Company, Inc.
	Danielle Wasilewski	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutak Rock, LLP
District Engineer	Carl Allen	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

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

October 22, 2026

FINAL AGENDA

The **regular** meeting of the Board of Supervisors of Madeira Community Development District will be held on **October 29, 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. Consent Agenda ..... Tab 1
     1. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on August 25, 2026
     2. Consideration of the Minutes of the Board of Supervisors' Workshop Meeting held on September 30, 2026
     3. Ratification of Operation & Maintenance Expenditures for August 2026
     4. Consideration of Arbitrage Rebate Reports for Assessment Area 1 & Assessment Area 2
     5. Ratification of District's Insurance Renewal Fiscal Year 2026/2027
4. **STAFF REPORTS - PART A**
   - A. District Engineer Report
   - B. Landscape Manager Report – Yellowstone ..... Tab 2
     1. Consideration of Landscape Enhancement Proposals
   - C. Pond Report – BlueWater
5. **BUSINESS ITEMS - PART A**
   - A. Consideration of Responses to RFQ for District Engineering Services – *Under Separate Cover*
   - B. Consideration of Road Assessment/Coring Proposal(s) ..... Tab 3
   - C. Consideration of Reserve Study Proposal(s) – *Under Separate Cover*
   - D. Discussion Regarding Purchase of Back Up Gate Equipment Replacement Parts
6. **STAFF REPORTS – PART B**
   - A. District Counsel
   - B. District Manager ..... Tab 4
     1. Update on Fiscal Year 2026 Goals and Objectives
7. **SUPERVISOR REQUESTS & AUDIENCE COMMENTS**
8. **BUSINESS ITEMS - PART B**
   - **A. Discussion Regarding District Security Plans***
     1. Envera
        a) Second Entry
     2. Flock

***Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting will be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.**

9. 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

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

MADEIRA
COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Madeira Community Development District was held on **August 25, 2026, at 10:00 a.m.** at the St. Augustine - St. Johns County Airport Authority, 4730 Casa Cola Way, St. Augustine, FL 32095.

Attendance:

Brian Riddle	**Board Supervisor, Chairman**
Michael Guida	**Board Supervisor, Vice Chairman**
Gary Brownell	**Board Supervisor, Assistant Secretary**
Laurie Collier	**Board Supervisor, Assistant Secretary**

Also present:

Lesley Gallagher	**District Manager, Rizzetta & Company, Inc.**
Danielle Wasilewski	**District Manager, Rizzetta & Company, Inc.**
Wes Haber	**District Counsel, Kutak Rock, LLP** *(via phone)*
Representatives	**Yellowstone Landscape**
John Pastore	**Bluewater Environmental of Florida, Inc.**
Bill Lanius	**Arendale Holdings**

Audience present.

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

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

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

There were comments on the minutes looking good and budget discussion.

DRAFT

THIRD ORDER OF BUSINESS **CONSIDERATION OF THE MINUTES OF THE BOARD OF SUPERVISORS SPECIAL MEETING HELD ON JUNE 9, 2026**

On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board approved the Minutes of the Board of Supervisors' Special Meeting held on June 9, 2026, for Madeira Community Development District.

FOURTH ORDER OF BUSINESS **CONSIDERATION OF THE MINUTES OF THE BOARD OF SUPERVISORS REGULAR MEETING HELD ON JUNE 23, 2026**

On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on June 23, 2026, for Madeira Community Development District.

FIFTH ORDER OF BUSINESS **RATIFICATION OF OPERATION & MAINTENANCE EXPENDITURES FOR MAY, JUNE AND JULY 2026**

On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board ratified the Operation & Maintenance expenditures for May 2026 the amount of $36,121.43 and June 2026 in the amount of $76,532.30 and July 2026 in the amount of $25,767.06, for Madeira Community Development District.

DRAFT

SIXTH ORDER OF BUSINESS **STAFF REPORTS – PART A**

A. District Engineer Report
1.) Acceptance of Public Facilities Report

On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board accepted the 2026 Public Facilities Report, for Madeira Community Development District.

B. Landscape Manager - Yellowstone Report

Mr. Nelson was not present but representatives from Yellowstone were available to provide updates on weed pressure and answer any questions the Board had.

1.) Consideration of Palm Trimming Proposal

On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board approved the Yellowstone palm trimming proposal for 29 specialty palms and 56 standard palms in the amount of $6,120.00, for Madeira Community Development District.

It was noted that the palms in the Pantano Park area will need to be included in the future when trimming is required.

C. Pond Report – Bluewater

Mr. Pastore updated the Board that they would be providing a year to date report in the future and he and Mr. Guida reviewed pond elevation changes.

1.) **Consideration of Pond Corrective Action Proposal**

It was noted that this is in response to the pond report provided by DCCM earlier in the year and that items for pins 16 and 18 would require more information to properly propose these items.

On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board approved the Bluewater proposal for pond corrective action in the amount of $4,950.00, for Madeira Community Development District.

SEVENTH ORDER OF BUSINESS **CONSIDERATION OF RESPONSES RECEIVED TO RFQ FOR DISTRICT ENGINEERING SERVICES**

This item was tabled to the October meeting.

EIGHTH ORDER OF BUSINESS **CONSIDERATION OF TRAFFIC STUDY PROPOSALS**

Ms. Gallagher noted that two proposals had been received with one from Yuro and Associates and one from Chindalur Traffic Solutions.

> On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board gave direction to not pursue speed humps further, for Madeira Community Development District.

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board deferred any decision on the traffic study until after further discussion with the City of St. Augustine and St. Augustine Police Department, for Madeira Community Development District.

NINTH ORDER OF BUSINESS **CONSIDERATION OF RENEWAL PROPOSAL FOR PREVENTATIVE MAINTENANCE ON WELLS**

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board approved the renewal proposal for well preventative maintenance with East Coast Wells at an expense of $680.00 annually, for Madeira Community Development District.

DRAFT

TENTH ORDER OF BUSINESS **CONSIDERATION OF HOLIDAY LIGHTING PROPOSALS**

The Board reviewed multiple proposals for both permanent and seasonal holiday lighting options as well as pricing on wreaths. Discussion ensued.

> On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board authorized Supervisor Collier to review proposals and make the holiday lighting selection at a cost not to exceed $10,000.00, for Madeira Community Development District.

ELEVENTH ORDER OF BUSINESS **CONSIDERATION OF GATE HOUSE LIGHTING REPLACEMENT PROPOSALS**

> On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board approved the Waterout proposal to replace 4 lights at the gate house for a total amount of $850.00, for Madeira Community Development District.

TWELFTH ORDER OF BUSINESS **CONSIDERATION OF PROPOSAL FOR PREVENTATIVE MAINTENANCE ON GATE HOUSE A/C**

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board approved the proposal from Action Heating and Air for one year of preventative maintenance on the gate house A/C in the amount of $199.95, for Madeira Community Development District.

THIRTEETH ORDER OF BUSINESS **CONSIDERATION OF PAINTING PROPOSALS**

The Board reviewed a proposal from All Weather which included pressure washing of the gate house and tower prior to painting being completed. Discussion ensued regarding obtaining additional proposals, the type of paint being used and a repair that needed to be made to the tower.

DRAFT

185
186
187

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board directed staff to obtain proposals to include the paint type and repair and authorized Supervisor Brownell to review and approve a proposal to paint the guard house and the entry tower at a not to exceed amount of $10,000.00 to be completed in October prior to holiday decorations being installed, for Madeira Community Development District.

188
189
190
191 **FOURTEETH ORDER OF BUSINESS** **APPROVAL OF PZB APPLICATION FOR OVERLOOK BOARDWALK**
192
193
194
195 Mr. Lanius provided a brief update on this item.
196

> On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board approved PZB application of the overlook boardwalk, for Madeira Community Development District.

197
198
199 **FIFTEENTH ORDER OF BUSINESS** **ACCEPTANCE OF THE SCHOOL NOW PRICE INCREASE FOR ADA WEBSITE SERVICES**
200
201
202
203
204

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board accepted the 3% price increase from School Now for website ADA services effective October 1, 2026, for Madeira Community Development District.

205
206
207 **SIXTEENTH ORDER OF BUSINESS** **UPDATE ON PRESSURE WASHING**
208
209
210 Supervisor Collier noted that she was not disputing the roof on the guard house being
211 completed but the required area on Salida Way remained incomplete.
212
213

> On a motion by Ms. Collier, seconded by Mr. Guida, with all in favor, the Board approved a total payment of $4,950.00 to Oceantime for pressure washing services, for Madeira Community Development District.

214

DRAFT

SEVENTEENTH ORDER OF BUSINESS **PUBLIC HEARING ON THE REVISED RULES OF PROCEDURE**

> On a motion by Mr. Riddle, seconded by Mr. Brownell, with all in favor, the Board opened the Public Hearing on the Revised Rules of Procedure, for Madeira Community Development District.

Public comments were heard on streets.

> On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board closed the Public Hearing on the Revised Rules of Procedure, for Madeira Community Development District.

1.) Consideration of Resolution 2026-07; Adopting Revised Rules of Procedure

> On a motion by Mr. Riddle, seconded by Mr. Brownell, with all in favor, the Board adopted Resolution 2026-07, adopting the revised Rules of Procedure, for Madeira Community Development District.

EIGHTEENTH ORDER OF BUSINESS **PUBLIC HEARINGS ON FISCAL YEAR 2026-2027 BUDGET AND FISCAL YEAR 2026-2027 ASSESSMENTS**

Both the Chairman and Supervisor Brownell provided information on the proposed budget for fiscal year 2026-2027 and proposed assessment increases.

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board opened both the Public Hearing on the Fiscal Year 2026-2027 Budget and the Public Hearing on the Fiscal Year 2026-2027 Assessments, for Madeira Community Development District.

Public comments were heard on the following: roads, reserve study, City contributions, security, Flock, second gate, gate closures, multifamily development, unpredictability of operation and maintenance increases and sidewalk damage.

> On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board closed both the Public Hearing on the Fiscal Year 2026-2027 Budget and the Public Hearing on the Fiscal Year 2026-2027 Assessments, for Madeira Community Development District.

DRAFT

1.) Consideration of Resolution 2026-08, Adopting Fiscal Year 2026-2027 Budget

> On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board adopted Resolution 2026-08, adopting the Fiscal Year 2026-2027 Budget as presented, for Madeira Community Development District.

2.) Consideration of Resolution 2026-09, Imposing Special Assessments

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board adopted Resolution 2026-09, imposing special assessments subject to confirmation of the debt service payment schedule, for Madeira Community Development District.

NINTEENTH ORDER OF BUSINESS **ACCEPTANCE OF ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES WITH RIZZETTA & COMPANY**

> On a motion by Mr. Guida, seconded by Mr. Brownell, with all in favor, the Board accepted the addendum to the contract for Professional District Services with Rizzetta & Company, for Madeira Community Development District.

TWENTITH ORDER OF BUSINESS **ACCEPTANCE OF ADDENDUM TO THE CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES WITH RIZZETTA & COMPANY**

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board accepted the addendum to the contract for Professional Technology Services with Rizzetta & Company, for Madeira Community Development District.

DRAFT

TWENTY FIRST ORDER OF BUSINESS **ACCEPTANCE OF ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISSEMINATION SERVICES WITH RIZZETTA & COMPANY**

> On a motion by Mr. Brownell, seconded by Mr. Guida, with all in favor, the Board accepted the addendum to the contract for Professional Dissemination Services with Rizzetta & Company, for Madeira Community Development District.

TWENTY SECOND ORDER OF BUSINESS **CONSIDERATION OF RESOLUTION 2026-10 SETTING THE DATE, TIME AND LOCATION OF FISCAL YEAR 2026-2027 MEETINGS**

The Board discussed the meeting date options available with the airport authority for the months of October and December and reviewed the remaining meeting dates shown on the exhibit to the resolution. The Rizzetta & Company agreement includes six (6) three (3) hour board meetings per year, one (1) budget workshop per year. The Board selected the October meeting for Thursday, October 29th and the December meeting for Tuesday, December 1st, 2026 with all remaining dates being left the same.

> On a motion by Mr. Brownell, seconded by Ms. Collier, with all in favor, the Board adopted Resolution 2026-10, as amended, setting the dates, times and location of Fiscal Year 2026-2027 regular meetings, for Madeira Community Development District.

TWENTY THIRD ORDER OF BUSINESS **CONSIDERATION OF FPL STREETLIGHT AGREEMENT**

The Board reviewed the FPL Streetlight agreement (exhibit A).

> On a motion by Mr. Guida, seconded by Ms. Collier, with all in favor, the Board approved the FPL Streetlight agreement (exhibit A), for Madeira Community Development District.

DRAFT

TWENTY FOURTH ORDER OF BUSINESS STAFF REPORTS - PART B

A. District Counsel

Mr. Haber had no report but was available to answer questions.

B. District Manager

1) Presentation of the Registered Voter Count

Ms. Gallagher provided an update to the previously present registered voter count that there were 759 registered voters within the boundary of the district per correspondence received from the St. Johns County Supervisor of Elections office dated April 15, 2026.

> On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board approved adding an agenda item to be Discussion Regarding Audit RFP, for Madeira Community Development District.

There were no public comments on this added agenda item.

> On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board directed staff begin the Audit RFP process, selecting themselves as the committee and setting the first audit committee meeting date for October 29, 2026 prior to the onset of the regular meeting, for Madeira Community Development District.

TWENTY FIFTH ORDER OF BUSINESS SUPERVISOR REQUESTS & AUDIENCE COMMENTS

Supervisor Requests:

Supervisor Brownell requested that road inspection/coring proposals be obtained and offered to provide verbiage to be used when requesting these proposals, the Board had no objection.

Supervisor Guida requested to work with the District Manager regarding a workshop with the City of St. Augustine Officials, the Board had no objection. It was noted that this workshop would be advertised and that Rizzetta & Company would not be required to attend.

It was requested that updated reserve study proposals be obtained for the October meeting with emphasis on roadways useful life qualifications.

DRAFT

Audience Comments:

Audience comments were heard on road study proposals and opposition to Flock.

The Board then took a brief recess at 1:02 pm before continuing to the closed session of the meeting to discuss security.

On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board recessed the meeting at 1:02 p.m. for Madeira Community Development District.

Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting will be closed to the public, as it relates to details of the District's security system plan.

Audience members exited the meeting room.

The Board then reopened the meeting at 1:13 pm to hold the closed security session.

TWENTY SIXTH ORDER OF BUSINESS BUSINESS ITEMS – PART B

DISCUSSION REAGRDING DISTRICTS SECURITY PLANS
1.) DISCUSSION REGARDING ENVERA POST ORDERS
2.) CONSIDERATION OF FLOCK RENEWAL

The Board then reopened the public meeting at 1:37 pm and audience members rejoined the meeting.

On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board took no action on the second entry and renewed the current Flock contract requesting further investigation into concerns raised by audience members, for Madeira Community Development District.

TWENTY SEVENTH ORDER OF BUSINESS ADJOURNMENT

On a motion by Mr. Riddle, seconded by Mr. Guida, with all in favor, the Board adjourned the meeting at 1:38 p.m., for Madeira Community Development District.

DRAFT

385
386
387
388
389
390
391
392
393
394
395
396
397
398
399 Secretary/Assistant Secretary Chairman/Vice Chairman

DRAFT

Exhibit A

FPL Account Number: **8134119497**

FPL Work Request Number: _14618087

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, MADEIRA COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer), requests on this 20th day of **August**, **2026** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Madeira Phase Access Road: WR _ 14618087, located in St Augustine, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
GE EPTC	65	7300	4K	13	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
20' Fiberglass Pole	3	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $162.30 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $0.00 prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

MADEIRA COMMUNITY DEVELOPMENT DISTRICT
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

_____
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By: Chris Venoy
(Signature)

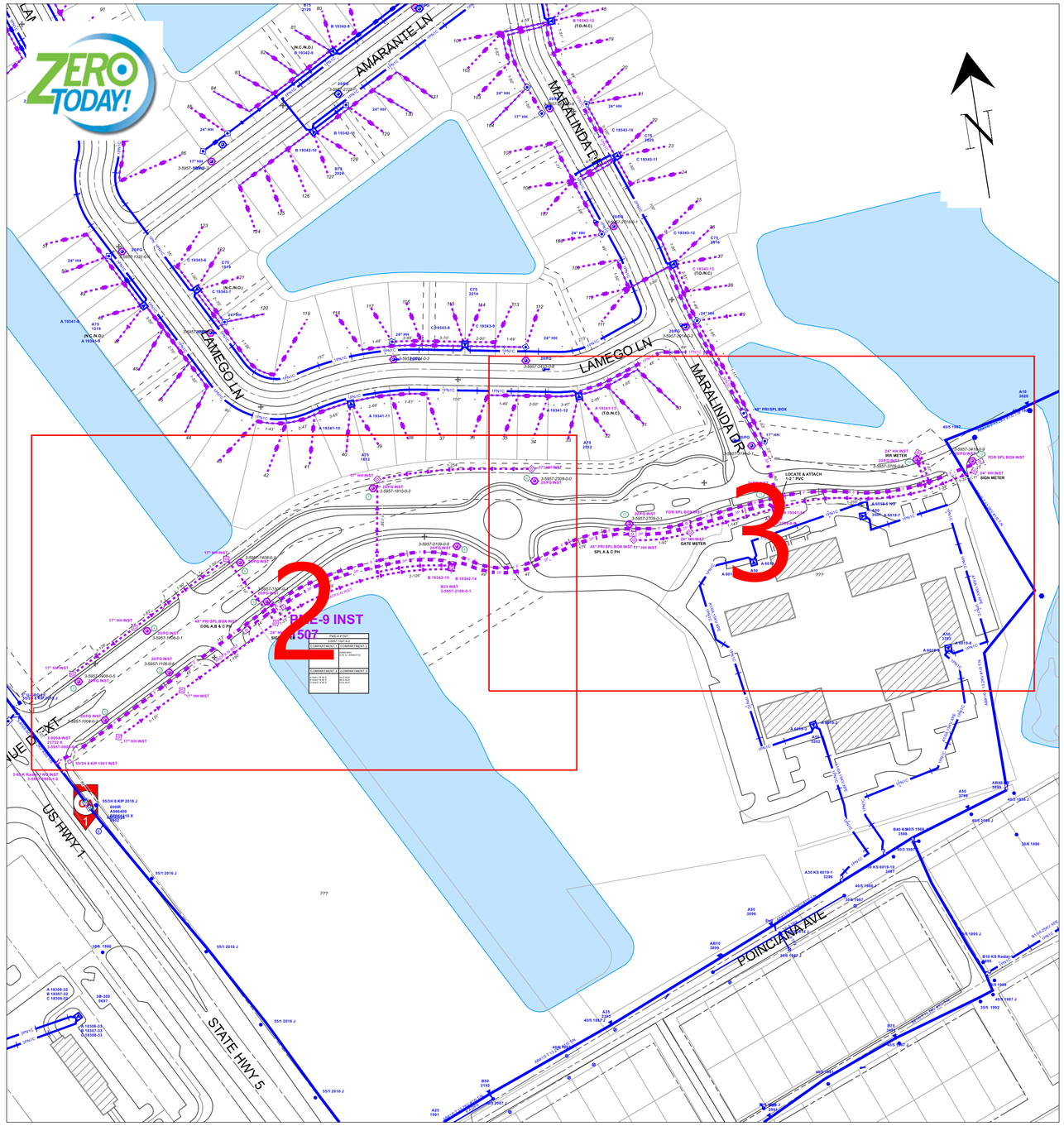
Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative

Cover Sheet: WR#14618087

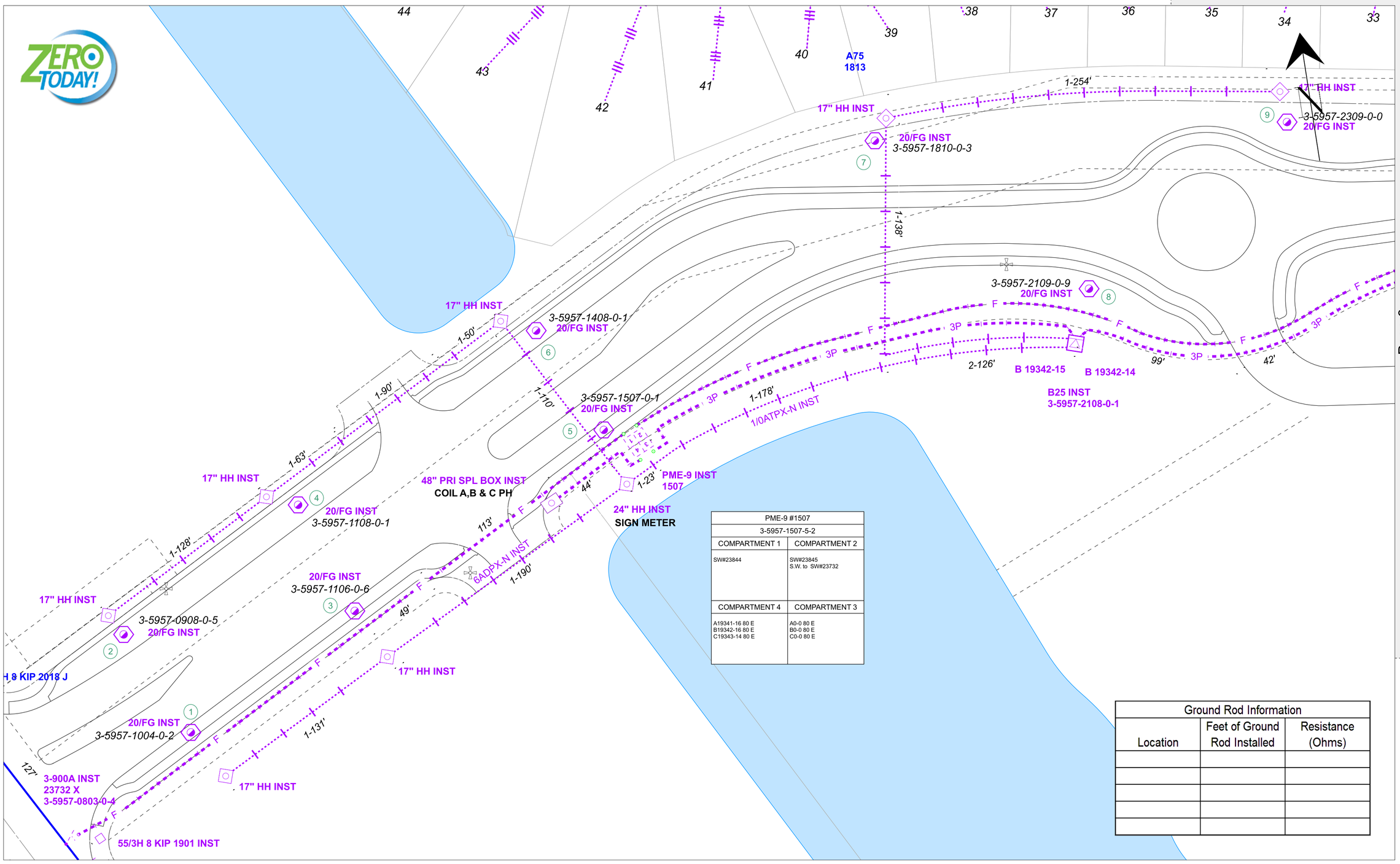
Page 1 of 3

[ ] INACCESSIBLE [ ] 12KV [X] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK


ZERO TODAY!
AMARANTE LN
MARALINDA DR
LAMEGO LN
MARALINDA DR
LAMEGO LN
US HWY 1
STATE HWY 5
POINCIANA AVE
2
3
PULLED EXT
PULLED EXT
PULLED EXT

FEEDERS:

[ ] INACCESSIBLE [X] 12KV [X] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



PME-9 #1507	
3-5957-1507-5-2	
COMPARTMENT 1	COMPARTMENT 2
SW#23844	SW#23845 S.W. to SW#23732
COMPARTMENT 4	COMPARTMENT 3
A19341-16 80 E B19342-16 80 E C19343-14 80 E	A0-0 80 E B0-0 80 E C0-0 80 E

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

Page 3

Size: 18 x 24

PRINTED BY: axc0au9

PLOT DATE/TIME: 03/13/2026 16:10:51

IPC	DATE	REVISION
4		
3		
2		
1	03/13/2026	INSTALL (13) SL ARE 39W 4000K TRADITIONAL ON 21 FT FIBERGLASS POLES - FPL OWNED AND MAINTAINED

AS-BUILT CREW PRINT

Foreman's Date

AS-BUILT COPY

Initials Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature Date

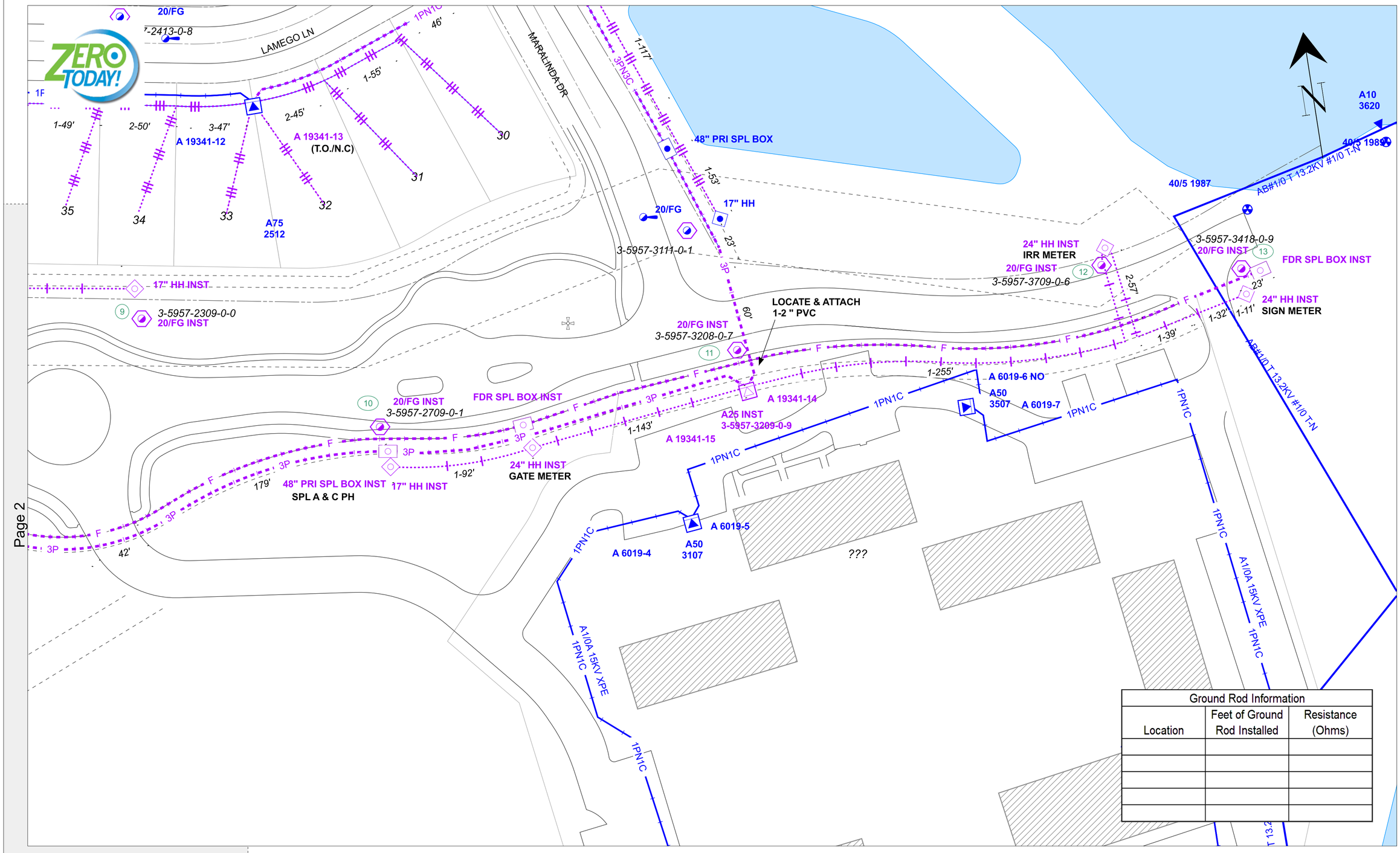
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ] FAA [ ]
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]	

FPL

Job Owner:	Daniel Terza	M/A: NF	Township: 06 Range: 29 Section: 54
Designer:	Alexis Casarrubias	MADEIRA 2A-3 - PONCE ISLAND DR	
Date:	03/13/2026		
Original Size: 18 x 24		203 MARALINDA DR, SAINT AUGUSTINE, FL, 32084	
0' 40' 80'		Dwg No. 14618087_18x24 UG.xml	Map: FF1090
		WR: 14618087	Page 2 of 3

FEEDERS:

[ ] INACCESSIBLE [X] 12KV [X] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

IPC	DATE	REVISION
4		
3		
2		
1	03/13/2026	INSTALL (13) SL ARE 39W 4000K TRADITIONAL ON 21 FT FIBERGLASS POLES - FPL OWNED AND MAINTAINED

AS-BUILT CREW PRINT

Foreman's _____ Date _____

AS-BUILT COPY

Initials _____ Cert. Date _____

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature _____ Date _____

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature _____ Date _____

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		

Job Owner:	Daniel Terza	M/A: NF	Township: 06 Range: 30 Section: 42
Designer:	Alexis Casarrubias	MADEIRA 2A-3 - PONCE ISLAND DR	
Date:	03/13/2026		
Original Size: 18 x 24		203 MARALINDA DR, SAINT AUGUSTINE, FL, 32084	
0' 40' 80'		Dwg No. 14618087_18x24 UG.xml	Map: FF1090
		WR: 14618087	Page 3 of 3

Size: 18 x 24

PRINTED BY: axc0au9

PLOT DATE/TIME: 03/13/2026 16:10:52

MINUTES OF MEETING

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

MADEIRA
COMMUNITY DEVELOPMENT DISTRICT

The **workshop** meeting of the Madeira Community Development District was held on **September 30, 2026, at 3:00 p.m.** at the St. Augustine - St. Johns County Airport Authority 4730 Casa Cola Way St. Augustine, FL 32095

Attendance:

Michael Guida	**Board Supervisor, Vice Chairman**
Gary Brownell	**Board Supervisor, Assistant Secretary**
Laurie Collier	**Board Supervisor, Assistant Secretary**

Also present were:

Jeffrey Collins	**Assistant Chief of Police**
Reuben C. Franklin	**Assistant City Manager**
David Birchim	**City Manager**

Members of the public were present.

Beginning at 3:00 p.m. introduction of City officials was made. The following topics were then discussed: City updates, future City park plans, new traffic signal support, City of St. Augustine police support, clarification of Madeira streets and road decisions, City of St. Augustine monthly billing for water, sewer, trash and stormwater, access to other City services.

Comments were heard on if there were any benefits to being in a CDD.

The workshop meeting adjourned at 4:30 p.m.

DRAFT

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures
August 2026
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2026 through August 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$49,081.73**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Madeira Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount
Action Heating and Air Conditioning	300318	I-36398-1	Maintenance & Repair 07/26	$	672.75
Action Heating and Air Conditioning	300324	I-36398-2	Guard & Gate Maintenance & Repair 08/26	$	1,666.50
City of Saint Augustine	300323	ROW2026-00129	Miscellaneous Expense 08/26	$	200.00
City of St. Augustine	300308	1859592	Water Services 06/26	$	1.92
City of St. Augustine	300308	1859594	Water Services 06/26	$	86.23
City of St. Augustine	300308	1863325	Water Services 06/26	$	91.16
City of St. Augustine	300320	1878157	Water Services 07/26	$	1.92
City of St. Augustine	300320	1878159	Water Services 07/26	$	108.46
City of St. Augustine	300320	1881850	Water Services 07/26	$	87.98
COMCAST	20260813-1	8495743101318970-072026	Internet Services 08/26	$	116.85
Doody Daddy, LLC	300311	2608-M	Dog Waste Station Supplies & Maintenance 08/26	$	796.00

Madeira Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount
East Coast Wells & Pump Service	300321	55991	Irrigation Repair 08/26	$	800.00
East Coast Wells & Pump Service	300325	56058	Irrigation Repair 08/26	$	247.00
Envera Systems	300306	770680	Security Monitoring & Maintenance 08/26	$	2,626.00
Envera Systems	300309	771526	Security Monitoring & Maintenance 08/26	$	16.00
Envera Systems	300326	772622	Security Monitoring & Maintenance 08/26	$	8.00
Florida Power & Light Company	20260825-5	0442977146-081226	Electric Services 07/26	$	33.03
Florida Power & Light Company	20260804-1	1702726132-072226	Electric Services 07/26	$	34.10
Florida Power & Light Company	20260825-4	1773097140-081226	Electric Services 07/26	$	34.69
Florida Power & Light Company	20260825-3	2802315446-081226	Electric Services 07/26	$	37.90
Florida Power & Light Company	20260825-10	5746344448-081226	Electric Services 07/26	$	144.30
Florida Power & Light Company	20260825-2	6205433060-081226	Electric Services 07/26	$	260.51

Madeira Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount
Florida Power & Light Company	20260831-1	6930092066-081726	Electric Services 07/26	$	34.50
Florida Power & Light Company	20260825-6	8134119497-081226	Electric Services 07/26	$	2,603.28
Florida Power & Light Company	20260825-9	8172672506-081226	Electric Services 07/26	$	32.74
Florida Power & Light Company	20260825-1	8539487143-081226	Electric Services 07/26	$	32.59
Florida Power & Light Company	20260819-1	9814072501-080726	Electric Services 07/26	$	133.57
John Pastore	300312	29963	Aquatic Maintenance 07/26	$	1,540.00
Oceantime Pressure Washing LLC	300319	2597	Pressure Washing 07/26	$	3,800.00
Rizzetta & Company, Inc.	300307	INV0000111325	Accounting Services 08/26	$	5,014.00
Rizzetta & Company, Inc.	300313	INV0000111446	Mass Mailing - Budget Notice 08/26	$	1,222.45
Shawn Coe	300314	072826	Maintenance & Repair 07/26	$	395.00
Shawn Coe	300327	081326	Maintenance & Repair 08/26	$	466.83

Madeira Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
St. Johns County Airport Authority	300315	381-082526	BOS Meeting Room Fee 08/26	$ 100.00
The Gate Store, Inc.	300328	10763	Gate Maintenance & Repair 08/26	$ 1,615.00
The Gate Store, Inc.	300310	34739	Gate Maintenance & Repair 07/26	$ 255.00
USA TODAY Media Corp	300316	0007822473	Legal Advertising 07/26	$ 1,001.34
Waterout of Northeast Florida, Inc	300317	06-0524-952	Ornamental Lighting & Maintenance 07/26	$ 450.00
Yellowstone Landscape	20260811-1	1222142	Landscape Annuals 07/26	$ 1,549.80
Yellowstone Landscape	20260811-2	1224790	Landscape Replacement 07/26	$ 750.00
Yellowstone Landscape	20260825-7	1226947	Landscape Replacement 07/26	$ 1,623.00
Yellowstone Landscape	20260811-3	1227224	Landscape Maintenance 08/26	$ 8,483.33
Yellowstone Landscape	20260825-8	1234865	Landscape & Irrigation Maintenance 08/26	$ 9,908.00
Report Total				**$ 49,081.73**

LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

September 3, 2026

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

$4,875,000
Madeira Community Development District
Capital Improvement Refunding Revenue Bonds
(Assessment Area 1), Series 2025
("Bonds")

Dear Ms. Torres:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended March 27, 2026 ("Computation Period"). This report indicates that there is no cumulative rebatable arbitrage liability as of March 27, 2026.

The next annual arbitrage rebate calculation date is March 27, 2027. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott
Linda L. Scott, CPA

cc: Ms. Leanne Duffy, US Bank

Madeira Community Development District

$4,875,000 Madeira Community Development District Capital Improvement Refunding Revenue Bonds (Assessment Area 1), Series 2025

For the period ended March 27, 2026

LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

September 3, 2026

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

Re: $4,875,000 Madeira Community Development District Capital Improvement Refunding Revenue Bonds (Assessment Area 1), Series 2025 ("Bonds")

Madeira Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended March 27, 2026 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebatable Arbitrage for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

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

The results of our computations indicate a negative Cumulative Rebatable Arbitrage of $(2,359.38) at March 27, 2026. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 4.3694%. Accordingly, we have not recomputed the Bond Yield.

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

LLS Tax Solutions Inc.

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

Madeira Community Development District
September 3, 2026
$4,875,000 Capital Improvement Refunding Revenue Bonds (Assessment Area 1), Series 2025
For the period ended March 27, 2026

NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is March 28, 2025.

2. The end of the first Bond Year for the Bonds is March 27, 2026.

3. Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.

4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) of the Code are shown in the attached schedule.

5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebatable Arbitrage for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.

6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebatable Arbitrage for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.

7. Ninety percent (90%) of the Rebatable Arbitrage as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebatable Arbitrage as of the Next Computation Date will not be the Rebatable Arbitrage reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebatable Arbitrage computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.

8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

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

Madeira Community Development District
September 3, 2026
$4,875,000 Capital Improvement Refunding Revenue Bonds (Assessment Area 1), Series 2025
For the period ended March 27, 2026

NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.

10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988, is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.

11. The proceeds of the Assessment Area 1 Bonds were used for the following purposes: (a) to currently refund a portion of the District's Special Assessment Revenue Bonds, Series 2007A (b) to fund a deposit to the Assessment Area 1 Reserve Account in the amount of the Assessment Area 1 Reserve Account Requirement; (c) to pay interest on the Assessment Area 1 Bonds through November 1, 2025; and (d) to pay the costs and expenses incurred in connection with the issuance of the Assessment Area 1 Bonds, including an underwriting discount.

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

Madeira Community Development District
September 3, 2026
$4,875,000 Capital Improvement Refunding Revenue Bonds (Assessment Area 1), Series 2025
For the period ended March 27, 2026

DEFINITIONS

1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.

2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.

3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.

4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebatable Arbitrage on certain prescribed dates.

5. *Rebatable Arbitrage*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.

6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

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

Madeira Community Development District
September 3, 2026
$4,875,000 Capital Improvement Refunding Revenue Bonds (Assessment Area 1), Series 2025
For the period ended March 27, 2026

SOURCE INFORMATION

Bonds	Source
Closing Date	Form 8038G
Bond Yield	Form 8038G
Investments	**Source**
Principal and Interest Receipt Amounts and Dates	Trust Statements
Investment Dates and Purchase Prices	Trust Statements

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

Madeira Community Development District
September 3, 2026
$4,875,000 Capital Improvement Refunding Revenue Bonds (Assessment Area 1), Series 2025
For the period ended March 27, 2026

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

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

$4,875,000 MADEIRA COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS (ASSESSMENT AREA 1), SERIES 2025

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

3 / 28 / 2025	ISSUE DATE
3 / 28 / 2025	BEGINNING OF COMPUTATION PERIOD
3 / 27 / 2026	COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 4.3694%	ALLOWABLE EARNINGS
3 / 28 / 2025	INITIAL DEPOSIT		0.00	48,675.00	50,818.94	2,143.94
4 / 1 / 2025	DEBT SERVICE RESERVE FUND		22.65	0.00	0.00	0.00
4 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(22.65)	(23.64)	(0.99)
5 / 1 / 2025	DEBT SERVICE RESERVE FUND		169.87	0.00	0.00	0.00
5 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(169.87)	(176.63)	(6.76)
6 / 2 / 2025	DEBT SERVICE RESERVE FUND		175.53	0.00	0.00	0.00
6 / 3 / 2025	DEBT SERVICE RESERVE FUND		0.00	(175.53)	(181.84)	(6.31)
7 / 1 / 2025	DEBT SERVICE RESERVE FUND		169.89	0.00	0.00	0.00
7 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(169.89)	(175.38)	(5.49)
8 / 1 / 2025	DEBT SERVICE RESERVE FUND		175.55	0.00	0.00	0.00
8 / 4 / 2025	DEBT SERVICE RESERVE FUND		0.00	(175.55)	(180.53)	(4.98)
9 / 2 / 2025	DEBT SERVICE RESERVE FUND		175.39	0.00	0.00	0.00
9 / 3 / 2025	DEBT SERVICE RESERVE FUND		0.00	(175.39)	(179.74)	(4.35)
10 / 1 / 2025	DEBT SERVICE RESERVE FUND		164.42	0.00	0.00	0.00
10 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(164.42)	(167.91)	(3.49)
11 / 3 / 2025	DEBT SERVICE RESERVE FUND		164.55	0.00	0.00	0.00
11 / 4 / 2025	DEBT SERVICE RESERVE FUND		0.00	(164.55)	(167.40)	(2.85)
12 / 1 / 2025	DEBT SERVICE RESERVE FUND		149.88	0.00	0.00	0.00
1 / 2 / 2026	DEBT SERVICE RESERVE FUND		148.32	0.00	0.00	0.00
2 / 2 / 2026	DEBT SERVICE RESERVE FUND		145.40	0.00	0.00	0.00
3 / 2 / 2026	DEBT SERVICE RESERVE FUND		131.72	0.00	0.00	0.00
3 / 27 / 2026	INTEREST ACCRUAL		127.37	0.00	0.00	0.00
		49,377.69	1,920.54	47,457.15	49,565.87	2,108.72
3 / 28 / 2025	INITIAL DEPOSIT		0.00	80,139.35	83,669.16	3,529.81
3 / 28 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(3,362.07)	(3,510.16)	(148.09)
3 / 28 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(18,995.69)	(19,832.37)	(836.68)
3 / 28 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(15,129.31)	(15,795.69)	(666.38)
3 / 28 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(16,810.34)	(17,550.77)	(740.43)
3 / 28 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(756.47)	(789.79)	(33.32)
3 / 28 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(12,775.86)	(13,338.58)	(562.72)
4 / 1 / 2025	COSTS OF ISSUANCE ACCOUNT		5.73	0.00	0.00	0.00
4 / 2 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(3,034.27)	(3,166.40)	(132.13)
4 / 2 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(5.73)	(5.98)	(0.25)

$4,875,000 MADEIRA COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS (ASSESSMENT AREA 1), SERIES 2025

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

3 / 28 / 2025	ISSUE DATE
3 / 28 / 2025	BEGINNING OF COMPUTATION PERIOD
3 / 27 / 2026	COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 4.3694%	ALLOWABLE EARNINGS
5 / 1 / 2025	COSTS OF ISSUANCE ACCOUNT		32.72	0.00	0.00	0.00
5 / 2 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(32.72)	(34.02)	(1.30)
6 / 2 / 2025	COSTS OF ISSUANCE ACCOUNT		33.45	0.00	0.00	0.00
6 / 3 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(33.45)	(34.65)	(1.20)
7 / 1 / 2025	COSTS OF ISSUANCE ACCOUNT		32.37	0.00	0.00	0.00
7 / 2 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(32.37)	(33.42)	(1.05)
8 / 1 / 2025	COSTS OF ISSUANCE ACCOUNT		33.45	0.00	0.00	0.00
8 / 4 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(33.45)	(34.40)	(0.95)
8 / 11 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(1,681.03)	(1,727.27)	(46.24)
9 / 2 / 2025	COSTS OF ISSUANCE ACCOUNT		29.32	0.00	0.00	0.00
9 / 3 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(29.32)	(30.05)	(0.73)
9 / 3 / 2025	COSTS OF ISSUANCE ACCOUNT		1.75	0.00	0.00	0.00
9 / 3 / 2025	COSTS OF ISSUANCE ACCOUNT		0.00	(7,596.06)	(7,784.41)	(188.35)
		0.00	168.79	(168.79)	1.20	169.99
		49,377.69	2,089.33	47,288.36	49,567.07	2,278.71

ACTUAL EARNINGS	2,089.33
ALLOWABLE EARNINGS	2,278.71
REBATABLE ARBITRAGE	(189.38)
COMPUTATION DATE CREDIT	(2,170.00)
CUMULATIVE REBATABLE ARBITRAGE	(2,359.38)

LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

September 3, 2026

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

$9,625,000
Madeira Community Development District
Capital Improvement Revenue Bonds
(Assessment Area 2), Series 2025
("Bonds")

Dear Ms. Torres:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended March 27, 2026 ("Computation Period"). This report indicates that there is no cumulative rebatable arbitrage liability as of March 27, 2026.

The next annual arbitrage rebate calculation date is March 27, 2027. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott
Linda L. Scott, CPA

cc: Ms. Leanne Duffy, US Bank

Madeira Community Development District

$9,625,000 Madeira Community Development District Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025

For the period ended March 27, 2026

LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

September 3, 2026

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

Re: $9,625,000 Madeira Community Development District Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025 ("Bonds")

Madeira Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended March 27, 2026 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebatable Arbitrage for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

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

The results of our computations indicate a negative Cumulative Rebatable Arbitrage of $(111,461.73) at March 27, 2026. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 5.6526%. Accordingly, we have not recomputed the Bond Yield.

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

LLS Tax Solutions Inc.

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

Madeira Community Development District
September 3, 2026
$9,625,000 Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025
For the period ended March 27, 2026

NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is March 28, 2025.

2. The end of the first Bond Year for the Bonds is March 27, 2026.

3. Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.

4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) of the Code are shown in the attached schedule.

5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebatable Arbitrage for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.

6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebatable Arbitrage for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.

7. Ninety percent (90%) of the Rebatable Arbitrage as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebatable Arbitrage as of the Next Computation Date will not be the Rebatable Arbitrage reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebatable Arbitrage computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.

8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

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

Madeira Community Development District
September 3, 2026
$9,625,000 Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025
For the period ended March 27, 2026

NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.

10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988, is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.

11. The proceeds of the Assessment Area 2 Bonds will be used for the following purposes: (a) to finance a portion of the costs of the District's Capital Improvement Program including roadways, stormwater management facilities, water and sewer facilities, landscape and hardscape including walls/signage/entry monumentation, and soft costs; (b) to fund a deposit to the Assessment Area 2 Reserve Account in the amount of the Assessment Area 2 Reserve Account Requirement on the date of issuance; (c) to pay capitalized interest on the Assessment Area 2 Bonds through November 1, 2025; and (d) to pay the costs and expenses incurred in connection with the issuance of the Assessment Area 2 Bonds, including an underwriting discount.

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

Madeira Community Development District
September 3, 2026
$9,625,000 Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025
For the period ended March 27, 2026

DEFINITIONS

1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.

2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.

3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.

4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebatable Arbitrage on certain prescribed dates.

5. *Rebatable Arbitrage*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.

6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

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

Madeira Community Development District
September 3, 2026
$9,625,000 Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025
For the period ended March 27, 2026

SOURCE INFORMATION

Bonds	Source
Closing Date	Form 8038G
Bond Yield	Form 8038G
Investments	**Source**
Principal and Interest Receipt Amounts and Dates	Trust Statements
Investment Dates and Purchase Prices	Trust Statements

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

Madeira Community Development District
September 3, 2026
$9,625,000 Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025
For the period ended March 27, 2026

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

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

$9,625,000 MADEIRA COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS (ASSESSMENT AREA 2), SERIES 2025

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

3 / 28 / 2025	ISSUE DATE
3 / 28 / 2025	BEGINNING OF COMPUTATION PERIOD
3 / 27 / 2026	COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 5.6526%	ALLOWABLE EARNINGS
3 / 28 / 2025	INITIAL DEPOSIT		0.00	333,730.00	352,806.37	19,076.37
4 / 1 / 2025	DEBT SERVICE RESERVE FUND		155.29	0.00	0.00	0.00
4 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(155.29)	(164.06)	(8.77)
5 / 1 / 2025	DEBT SERVICE RESERVE FUND		1,164.69	0.00	0.00	0.00
5 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(1,164.69)	(1,224.80)	(60.11)
6 / 2 / 2025	DEBT SERVICE RESERVE FUND		1,203.49	0.00	0.00	0.00
6 / 3 / 2025	DEBT SERVICE RESERVE FUND		0.00	(1,203.49)	(1,259.54)	(56.05)
7 / 1 / 2025	DEBT SERVICE RESERVE FUND		1,164.81	0.00	0.00	0.00
7 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(1,164.81)	(1,213.60)	(48.79)
8 / 1 / 2025	DEBT SERVICE RESERVE FUND		1,203.63	0.00	0.00	0.00
8 / 4 / 2025	DEBT SERVICE RESERVE FUND		0.00	(1,203.63)	(1,247.85)	(44.22)
9 / 2 / 2025	DEBT SERVICE RESERVE FUND		1,202.54	0.00	0.00	0.00
9 / 3 / 2025	DEBT SERVICE RESERVE FUND		0.00	(1,202.54)	(1,241.13)	(38.59)
10 / 1 / 2025	DEBT SERVICE RESERVE FUND		1,127.32	0.00	0.00	0.00
10 / 2 / 2025	DEBT SERVICE RESERVE FUND		0.00	(1,127.32)	(1,158.28)	(30.96)
11 / 3 / 2025	DEBT SERVICE RESERVE FUND		1,128.18	0.00	0.00	0.00
11 / 4 / 2025	DEBT SERVICE RESERVE FUND		0.00	(1,128.18)	(1,153.44)	(25.26)
12 / 1 / 2025	DEBT SERVICE RESERVE FUND		1,027.64	0.00	0.00	0.00
1 / 2 / 2026	DEBT SERVICE RESERVE FUND		1,016.89	0.00	0.00	0.00
2 / 2 / 2026	DEBT SERVICE RESERVE FUND		996.89	0.00	0.00	0.00
3 / 2 / 2026	DEBT SERVICE RESERVE FUND		903.08	0.00	0.00	0.00
3 / 27 / 2026	INTEREST ACCRUAL		873.25	0.00	0.00	0.00
		338,547.75	13,167.70	325,380.05	344,143.67	18,763.62
3 / 28 / 2025	INITIAL DEPOSIT		0.00	8,611,096.07	9,103,315.75	492,219.68
4 / 1 / 2025	ACQUISITION AND CONSTRUCTION FUND		4,006.88	0.00	0.00	0.00
5 / 1 / 2025	ACQUISITION AND CONSTRUCTION FUND		30,065.55	0.00	0.00	0.00
6 / 2 / 2025	ACQUISITION AND CONSTRUCTION FUND		31,172.64	0.00	0.00	0.00
7 / 1 / 2025	ACQUISITION AND CONSTRUCTION FUND		30,275.60	0.00	0.00	0.00
8 / 1 / 2025	ACQUISITION AND CONSTRUCTION FUND		31,397.72	0.00	0.00	0.00
9 / 2 / 2025	ACQUISITION AND CONSTRUCTION FUND		31,475.06	0.00	0.00	0.00
9 / 3 / 2025	ACQUISITION AND CONSTRUCTION FUND		0.00	6,930.49	7,152.90	222.41
9 / 5 / 2025	ACQUISITION AND CONSTRUCTION FUND		0.00	(3,701,890.61)	(3,819,505.97)	(117,615.36)
10 / 1 / 2025	ACQUISITION AND CONSTRUCTION FUND		18,836.47	0.00	0.00	0.00
10 / 30 / 2025	ACQUISITION AND CONSTRUCTION FUND		0.00	(916.50)	(937.60)	(21.10)
11 / 3 / 2025	ACQUISITION AND CONSTRUCTION FUND		17,216.16	0.00	0.00	0.00

$9,625,000 MADEIRA COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS (ASSESSMENT AREA 2), SERIES 2025

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

3 / 28 / 2025	ISSUE DATE
3 / 28 / 2025	BEGINNING OF COMPUTATION PERIOD
3 / 27 / 2026	COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 5.6526%	ALLOWABLE EARNINGS
11 / 4 / 2025	ACQUISITION AND CONSTRUCTION FUND		0.00	15,404.97	15,749.87	344.90
12 / 1 / 2025	ACQUISITION AND CONSTRUCTION FUND		15,771.32	0.00	0.00	0.00
1 / 2 / 2026	ACQUISITION AND CONSTRUCTION FUND		15,616.32	0.00	0.00	0.00
2 / 2 / 2026	ACQUISITION AND CONSTRUCTION FUND		15,309.08	0.00	0.00	0.00
2 / 25 / 2026	ACQUISITION AND CONSTRUCTION FUND		0.00	(2,729,521.40)	(2,743,079.30)	(13,557.90)
3 / 2 / 2026	ACQUISITION AND CONSTRUCTION FUND		12,822.76	0.00	0.00	0.00
3 / 27 / 2026	INTEREST ACCRUAL		6,349.01	0.00	0.00	0.00
		2,461,417.59	260,314.57	2,201,103.02	2,562,695.65	361,592.63
3 / 28 / 2025	INITIAL DEPOSIT		0.00	314,027.08	331,977.21	17,950.13
4 / 1 / 2025	CAPITALIZED INTEREST ACCOUNT		146.12	0.00	0.00	0.00
4 / 2 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	155.29	164.06	8.77
5 / 1 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	(48,652.08)	(51,170.95)	(2,518.87)
5 / 1 / 2025	CAPITALIZED INTEREST ACCOUNT		1,096.95	0.00	0.00	0.00
5 / 2 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	1,164.69	1,224.80	60.11
6 / 2 / 2025	CAPITALIZED INTEREST ACCOUNT		965.97	0.00	0.00	0.00
6 / 3 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	1,203.49	1,259.54	56.05
7 / 1 / 2025	CAPITALIZED INTEREST ACCOUNT		942.25	0.00	0.00	0.00
7 / 2 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	1,164.81	1,213.60	48.79
8 / 1 / 2025	CAPITALIZED INTEREST ACCOUNT		981.52	0.00	0.00	0.00
8 / 4 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	1,203.63	1,247.85	44.22
9 / 2 / 2025	CAPITALIZED INTEREST ACCOUNT		987.99	0.00	0.00	0.00
9 / 3 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	1,202.54	1,241.13	38.59
10 / 1 / 2025	CAPITALIZED INTEREST ACCOUNT		933.80	0.00	0.00	0.00
10 / 2 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	1,127.32	1,158.28	30.96
11 / 3 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	(265,375.00)	(271,358.47)	(5,983.47)
11 / 3 / 2025	CAPITALIZED INTEREST ACCOUNT		941.76	0.00	0.00	0.00
11 / 4 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	(15,404.97)	(15,749.87)	(344.90)
11 / 4 / 2025	CAPITALIZED INTEREST ACCOUNT		58.66	0.00	0.00	0.00
11 / 4 / 2025	CAPITALIZED INTEREST ACCOUNT		0.00	1,128.18	1,153.44	25.26
		0.00	7,055.02	(7,055.02)	2,360.62	9,415.64
3 / 28 / 2025	INITIAL DEPOSIT		0.00	150,033.85	158,609.95	8,576.10
3 / 28 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(6,637.93)	(7,017.36)	(379.43)
3 / 28 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(37,504.31)	(39,648.10)	(2,143.79)
3 / 28 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(29,870.69)	(31,578.13)	(1,707.44)
3 / 28 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(33,189.66)	(35,086.82)	(1,897.16)

$9,625,000 MADEIRA COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS (ASSESSMENT AREA 2), SERIES 2025

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

3 / 28 / 2025	ISSUE DATE
3 / 28 / 2025	BEGINNING OF COMPUTATION PERIOD
3 / 27 / 2026	COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 5.6526%	ALLOWABLE EARNINGS
3 / 28 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(1,493.53)	(1,578.90)	(85.37)
3 / 28 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(25,224.14)	(26,665.98)	(1,441.84)
4 / 1 / 2025	COST OF ISSUANCE ACCOUNT		7.50	0.00	0.00	0.00
4 / 2 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(5,865.73)	(6,197.18)	(331.45)
4 / 2 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(7.50)	(7.92)	(0.42)
5 / 1 / 2025	COST OF ISSUANCE ACCOUNT		36.45	0.00	0.00	0.00
5 / 2 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(36.45)	(38.33)	(1.88)
6 / 2 / 2025	COST OF ISSUANCE ACCOUNT		36.96	0.00	0.00	0.00
6 / 3 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(36.96)	(38.68)	(1.72)
7 / 1 / 2025	COST OF ISSUANCE ACCOUNT		35.77	0.00	0.00	0.00
7 / 2 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(35.77)	(37.27)	(1.50)
8 / 1 / 2025	COST OF ISSUANCE ACCOUNT		36.96	0.00	0.00	0.00
8 / 4 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(36.96)	(38.32)	(1.36)
8 / 11 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(3,318.97)	(3,437.17)	(118.20)
9 / 2 / 2025	COST OF ISSUANCE ACCOUNT		28.83	0.00	0.00	0.00
9 / 3 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(28.83)	(29.76)	(0.93)
9 / 3 / 2025	COST OF ISSUANCE ACCOUNT		1.60	0.00	0.00	0.00
9 / 3 / 2025	COST OF ISSUANCE ACCOUNT		0.00	(6,930.49)	(7,152.90)	(222.41)
		0.00	184.07	(184.07)	57.13	241.20
		2,799,965.34	280,721.36	2,519,243.98	2,909,257.07	390,013.09

ACTUAL EARNINGS	280,721.36
ALLOWABLE EARNINGS	390,013.09
REBATABLE ARBITRAGE	(109,291.73)
COMPUTATION DATE CREDIT	(2,170.00)
CUMULATIVE REBATABLE ARBITRAGE	(111,461.73)

FLORIDA INSURANCE ALLIANCE

Egis Insurance & Risk Advisors

Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Madeira Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.
Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Madeira Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2026 to October 1, 2027**

Quote Number: 100126658

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	$800,360
Loss of Business Income	$1,000,000
Additional Expense	$1,000,000
Inland Marine	
Scheduled Inland Marine	$29,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	**Coinsurance**
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine
	Not Applicable	Golf Course Tees and Greens Deductible on all covered Perils if scheduled.

Special Property Coverages		
Coverage	**Deductibles**	**Limit**
Earth Movement	$2,500	Included
Flood	$2,500 *	Included
Boiler & Machinery	$2,500	Included
TRIA		Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM **$7,033**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	$500,000 in any one occurrence
X	B	Animals	$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	$1,250,000 in any one occurrence
X	F	Duty to Defend	$100,000 any one occurrence
X	G	Errors and Omissions	$250,000 in any one occurrence
X	H	Expediting Expenses	$250,000 in any one occurrence
X	I	Fire Department Charges	$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	$50,000 in any one occurrence
X	Q	Professional Fees	$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	$500,000 in any one occurrence
X	T	Transit	$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Glass and Sanitary Fittings Extension	$25,000 in any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Lock and Key Replacement	$2,500 any one occurrence
X	DD	Tracks and fields (except Lawns, Plants, Trees and Srubs covered under code K)	$250,000 any one occurrence and $500,000 in the annual aggregate in any one coverage period. or Up to the declared value if it is specifically listed as "Tracks and Fields" in the schedule of values.
X	EE	Awnings, Gutters and Downspouts	Included
X	FF	Civil or Military Authority	45 consecutive days and one mile.

CRIME COVERAGE

Description	Limit	Deductible
Forgery and Alteration	$100,000	$1,000
Theft, Disappearance or Destruction	$100,000	$1,000
Computer Fraud including Funds Transfer Fraud	$100,000	$1,000
Employee Dishonesty, including faithful performance, per loss	$100,000	$1,000

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	$1,000,000	$0
Property Damage	$1,000,000	$0
Crisis Management Services	$250,000	$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	**8,9**	**$1,000,000**	**Included**
Personal Injury Protection	**N/A**		**Not Included**
Auto Medical Payments	**N/A**		**Not Included**
Uninsured Motorists including Underinsured Motorists	**N/A**		**Not Included**
Physical Damage Comprehensive Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Specified Causes of Loss Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Collision Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Towing And Labor	**N/A**	**$0 For Each Disablement Of A Private Passenger Auto**	**Not Included**

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	$1,000,000
Abuse and Molestation Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Aggregate Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Retroactive Date	Not Included
Herbicide & Pesticide Aggregate Limit	$1,000,000
Medical Payments Limit	$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	$25,000/$250,000
General Liability Deductible	$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	$1,000,000
	Aggregate	$2,000,000
Public Officials and Employment Practices Liability Deductible		$0

Retroactive Date:

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

<u>Cyber Liability sublimit included under POL/EPLI</u>

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
Fraudulent Instruction: $25,000

FLORIDA INSURANCE ALLIANCE

PREMIUM SUMMARY

Madeira Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2026 to October 1, 2027**

Quote Number: 100126658

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	$7,033
Crime	$500
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	$4,216
Public Officials and Employment Practices Liability	$3,833
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	**$15,582**

IMPORTANT NOTE
Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2026, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should the Applicant desire to cancel coverage; it will give not less than ninety (90) days prior written notice of cancellation;

(e) That if the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(f) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Madeira Community Development District

_____
(Name of Local Governmental Entity)

By: _____ _____
Signature Print Name

Witness By: _____ _____
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2026

By: _____
Administrator

FLORIDA INSURANCE ALLIANCE

PROPERTY VALUATION AUTHORIZATION

Madeira Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

☑	Building and Content TIV	$800,360	As per schedule attached
☑	Inland Marine	$29,000	As per schedule attached
☐	Auto Physical Damage	Not Included	

Signature: _____ Date: _____

Name: _____

Title: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2026

Property Schedule

Madeira Community Development District

Policy No.: 100126658
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Total Insured Value
	Roof Shape / Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
1	**Entry Features/ Monument/Tower** **15 Maralinda Drive** **Saint Augustine FL 32095**	**2005** **Joisted masonry**	**10/01/2026** **10/01/2027**	**$338,711**	**$338,711**
	Pyramid hip		Clay / concrete tiles		
2	**Gate House** **15 Maralinda Drive** **Saint Augustine FL 32095**	**2005** **Joisted masonry**	**10/01/2026** **10/01/2027**	**$59,301** **$2,056**	**$61,357**
	Cross gable		Clay / concrete tiles		
3	**Irrigation System** **15 Maralinda Drive** **Saint Augustine FL 32095**	**2005** **Joisted masonry**	**10/01/2026** **10/01/2027**	**$48,697**	**$48,697**
4	**Wall /Arbors** **15 Maralinda Drive** **Saint Augustine FL 32095**	**2005** **Joisted masonry**	**10/01/2026** **10/01/2027**	**$27,675**	**$27,675**
5	**Light Poles & Signage** **15 Maralinda Drive** **Saint Augustine FL 32095**	**2005** **Joisted masonry**	**10/01/2026** **10/01/2027**	**$32,465**	**$32,465**
6	**RFID Reader and Envera Virtual Gate Guard System** **15 Maralinda Drive** **Saint Augustine FL 32095**	**2017** **Electrical equipment**	**10/01/2026** **10/01/2027**	**$21,290**	**$21,290**
7	**Monument Walls (2) ($35,000 per wall)** **Pasarela Drive & Pantano Drive** **Saint Augustine FL 32095**	**2023** **Joisted masonry**	**10/01/2026** **10/01/2027**	**$73,544**	**$73,544**

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2026

Property Schedule

Madeira Community Development District

Policy No.: 100126658
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Roof Shape	Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Roof Covering	Covering Replaced	Roof Yr Blt	Total Insured Value
8	Monument Walls (2) ($65,000 per wall) Maralinda Drive & Pasarela Drive Saint Augustine FL 32095			2023 Joisted masonry	10/01/2026 10/01/2027	$136,581				$136,581

Unit #	Description / Address	Roof Shape	Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Roof Covering	Covering Replaced	Roof Yr Blt	Total Insured Value
9	Gates 15 Maralinda Drive Saint Augustine FL 32095			2026 Non combustible	10/01/2026 10/01/2027	$60,040				$60,040

Total:	Building Value	Contents Value	Insured Value
	$798,304	$2,056	$800,360

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2026

Inland Marine Schedule

Madeira Community Development District

Policy No.: 100126658
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department / Description	Serial Number	Classification Code	Eff. date / Term Date	Value	Deductible
1	Marilinda Main Entry - 8 Tree Lights ($2950), 2 Flood Light Signs ($950), 14 Bronze Aluminum Posts (($2800)		Other inland marine	10/01/2026 – 10/01/2027	$6,700	$1,000
2	Tesoro Park Lights - 18 Mounted Fixtures ($5700), 4 Tree Lighting Fixtures ($1200), 3 Accent Tree Lighting: 3 Lights on Bronze Aluminum Posts ($1800)		Other inland marine	10/01/2026 – 10/01/2027	$8,700	$1,000
3	Pasarela And Pantano Area - 6 Palm Tree Lights ($2400), 12 V Transformer ($1700), 4 Palm Tree Lights ($1800), 12 Aluminum Posts ($3000)		Other inland marine	10/01/2026 – 10/01/2027	$8,900	$1,000
4	Guard Gate Entry - 1 Transformer ($800), 2 Wall Wash Lighting ($600), 6 Bush Accents ($1500), 4 Tree Palm Lights for 2 Queen Palms ($1800)		Other inland marine	10/01/2026 – 10/01/2027	$4,700	$1,000
				Total	**$29,000**	

Sign: _____ Print Name: _____ Date: _____

Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Madeira Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

Madeira Community Development District
15 Maralinda Dr
St. Augustine, FL 32095

Term: **October 1, 2026 to October 1, 2027**
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100126658

TYPE OF INSURANCE

Part A	**Workers Compensation** • **Benefits: FL Statutory (Medical, Disability, Death)**

Part B	**Employers Liability:** • **$1,000,000- Each Accident** • **$1,000,000- Disease- Policy Limit** • **$1,000,000- Disease- Each Employee**

Class Code	Description	Payroll	Rate	Premium
9015	Building or Property Management	$10,400	2.57	$267.28
Total Manual Premium				$267.28
Increased ELL 1M/1M/1M				$120.00
				$387.28
Workplace Safety Credit – 2%				$0.00
Drug Free Workplace Credit – 5%				$0.00
Experience Modification				1.000000
Standard Premium				$387.28
Expense Constant				$160.00
Terrorism				$1.04
Policy Total				**$850.00**

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

Tab 2

WEEKLY LANDSCAPE REPORT

Madeira CDD | September 25, 2026

SERVICE SUMMARY

- Mowed the property and completed string trimming and edging.
- Weeded the flower beds.
- Began the turf fertilizer application. The remaining areas will be completed next week.

PROPERTY PHOTOS








Madeira October Landscape Service Report

This report summarizes landscape work completed in October and the service scheduled for October 23.

Date	Service details
October 6	Pulled weeds from all annual flower beds and trimmed the front entrance.
October 7	Installed annual flowers.
October 10	Mowed the turf. Edging was postponed because rain fell throughout the week.
October 15	Mowed, edged, and string trimmed the turf. Pulled and sprayed weeds at Tesoro Park. Installed muhly grass in the common area near Lamego. Applied insecticide at Tesoro Park.
October 23	Scheduled: mow, weed the front entrance, and trim shrubs.

November Service Plan

In November, mowing service will move to a biweekly schedule. The crew will remain onsite weekly to focus on woodline cutbacks and trimming native grasses.

YELLOWSTONE LANDSCAPE

Property **Madeira CDD**

Oct-26

Mowing Services

Mowing St Augustine	10-Oct	15-Oct	23-Oct													
Mowing Bahia	10-Oct	15-Oct														
Edging	N	HS	HS													
Blowing	10-Oct	15-Oct	23-Oct													
Weeding	6-Oct	15-Oct	10-23NP													

s= soft edge H=hard edge N= non selective P=pulling

Detail Services

Trimming	6-Oct		22-Oct													
Weeding	6-Oct	15-Oct	23-Oct													

Agronomic Services

Fertilization																
Insecticide	15-Oct															
Fungicide																
Herbicide	15-Oct															

T=Turf **S=Shrub**

Irrigation Service

Inspection Date	28-Oct															

Installed new annuals on 10/7

Insecticide applied in Tesoro Park on 10-15

Next Irrigation Inspection is scheduled for 10-28

Trimming of Front Entrance took place on the 6th and is scheduled again on the 22nd

YELLOWSTONE LANDSCAPE

Proposal #: 772289
Date: 10/18/2026
From: Brandon Nelson

Landscape Enhancement Proposal for
Madeira CDD

Lesley Gallagher
Rizzetta & Company
3434 Colwell Avenue Suite 200
Tampa, FL 33614
LGallagher@rizzetta.com

LOCATION OF PROPERTY

Maralinda Dr & US 1
St. Augustine, FL 32095

Pinestraw Madeira Winter 2027

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Pinestraw	1	$9,908.00	$9,908.00

The Installation of 1300 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:

By _____

_____
Print Name/Title

Date _____

Madeira CDD

Subtotal	**$9,908.00**
Sales Tax	**$0.00**
Proposal Total	**$9,908.00**

THIS IS NOT AN INVOICE

YELLOWSTONE LANDSCAPE

Proposal #: 772288
Date: 10/18/2026
From: Brandon Nelson

Landscape Enhancement Proposal for
Madeira CDD

Lesley Gallagher
Rizzetta & Company
3434 Colwell Avenue Suite 200
Tampa, FL 33614
LGallagher@rizzetta.com

LOCATION OF PROPERTY

Maralinda Dr & US 1
St. Augustine, FL 32095

Winter Flower Installation 2026

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Seasonal Flower Installation	1,116	$2.05	$2,287.80

Removal and replacement of seasonal flowers.

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	**$2,287.80**
Sales Tax	**$0.00**
Proposal Total	**$2,287.80**

THIS IS NOT AN INVOICE

Tab 3

10/13/2026

Lesley Gallagher
Rizzetta & Company, Inc
C/O Madeira CDD
2806 N. Fifth St Unit 403
St. Augustine, FL 3284
904-436-6270
Lgallagher@rizzetta.com

Re: Proposal for Professional Engineering Services
Project Name: Madeira CDD – Roadway/Core Assessments
Project No. 16025.07

Dear Lesley Gallagher:

DCCM Infrastructure, Inc. (DCCM) is pleased to submit the attached Agreement for Professional Services for the above-referenced project.

The attached Agreement outlines the proposed Scope of Services, compensation, schedule, and terms and conditions associated with providing professional engineering and/or landscape architecture services for the project. Our team has reviewed the project requirements and prepared a scope tailored to support the project objectives and anticipated needs of the assignment.

Our Northeast Florida office, established in 2005, has provided engineering, landscape architecture, surveying, and related professional services throughout Florida for more than two decades. Supported by DCCM's statewide and national resources, our local team combines responsive service and technical expertise with the depth and capabilities of a multidisciplinary organization.

We appreciate the opportunity to be considered for this project and look forward to partnering with you. If the attached Agreement is acceptable, please execute and return a signed copy to our office. Upon receipt of the executed Agreement, DCCM will proceed with the services described therein.

Should you have any questions regarding the proposed services or Agreement, please do not hesitate to contact us.

Regards,

DCCM

Carl Allen
Sr. Construction Inspector Manager
callen@dccm.com

SHORT FORM OF AGREEMENT
BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between Madeira CDD (Client) and **DCCM Infrastructure, Inc**. (DCCM). Client's Project, of which DCCM's services under this Agreement are a part, is generally identified as Madeira CDD (Project). DCCM's services under this Agreement (Services) are generally identified as shown in Appendix 2.

Client and DCCM further agree as follows:

1. Services of DCCM

   A. DCCM shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Client and consented to by DCCM.

2. Client's Responsibilities

   A. Client shall provide DCCM with existing Project-related information and data in Client's possession and needed by DCCM for performance of DCCM's Services. Client will advise DCCM of Project-related information and data known to Client but not in Client's possession. DCCM may use and rely upon Client-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

      i) Following DCCM's assessment of initially-available Project information and data, and upon DCCM's request, Client shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable DCCM to complete its Services; or, with consent of DCCM, Client may authorize DCCM to obtain or provide all or part of such additional information and data as Additional Services.

   B. Client shall provide necessary direction and make decisions, including prompt review of DCCM's submittals, and carry out its other responsibilities in a timely manner so as not to delay DCCM's performance. Client shall give prompt notice to DCCM whenever Client observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in DCCM's Services, or (2) any development that affects the scope or time of performance of DCCM's Services.

3. Schedule for Rendering Services

   A. DCCM shall complete its Services within the following specific time period: See Appendix 2. If no specific time period is indicated, DCCM shall complete its Services within a reasonable period of time.

   B. If, through no fault of DCCM, such periods of time or dates are changed, or the orderly and continuous progress of DCCM's Services is impaired, or DCCM's Services are delayed or suspended, then the time for completion of DCCM's Services, and the rates and amounts of DCCM's compensation, shall be adjusted equitably.

4. Invoice and Payments

   A. Invoices: DCCM shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt.

   B. Payment: As compensation for DCCM providing or furnishing Services and Additional Services, Client shall pay DCCM as set forth in this Paragraph 4, Invoices and Payments. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DCCM in writing of

the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Client fails to make any payment due DCCM for Services, Additional Services, or expenses within 30 days after receipt of DCCM's invoice, then (1) the amounts due DCCM will be increased at the rate of 3.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition DCCM may, after giving 7 days' written notice to Client, suspend Services under this Agreement until DCCM has been paid in full all amounts due for Services, Additional Services, expenses, or other related charges, and in such case Client waives any and all claims against DCCM for any such suspension; and (3) if any payment due DCCM remains unpaid after 90 days, DCCM may terminate the Agreement for cause pursuant to Paragraph 5 A.ii.

D. Reimbursable Expenses: DCCM is entitled to reimbursement of expenses only if so indicated in Paragraph 4E or 4F. If so entitled, and unless expressly specified otherwise, the amounts payable to DCCM for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by DCCM, plus all invoiced external expenses allocable to the Project, including DCCM's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.25.

E. Basis of Payment

i) A Lump Sum. Client shall pay DCCM for Services Indicated for lump-sum payment in Appendix 2 as follows:

a) A Lump Sum amount of $6,000.

b) In addition to the Lump Sum amount, reimbursement of the following expenses:

None.

c) The portion of the compensation amount billed monthly for DCCM's Services will be based upon DCCM's estimate of the percentage of the total Services actually completed during the billing period.

ii) Hourly Rates. Client shall pay DCCM for Services indicated for hourly payment in Appendix 2 as follows:

a) An amount equal to the cumulative hours charged to the Project by DCCM's employees' times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b) DCCM's Standard Hourly Rates are attached as Appendix 1.

c) The total compensation for Services and reimbursement of expenses is estimated to be $16,000 with DCCM. Approximately $15,000 in Geotechnical Services performed by others.

F. Additional Services: For Additional Services, unless otherwise agreed to in writing at the time such Additional Services are requested, Client shall pay DCCM an amount equal to the cumulative hours charged in providing the Additional Services by DCCM's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. DCCM's standard hourly rates are attached as Appendix 1.

5. Termination

A. Termination for Cause

i) Either party may terminate the Agreement for cause upon 10 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5Ai if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

ii) In addition to its termination rights in Paragraph 5Ai, DCCM may terminate this Agreement for cause upon 7 days' written notice (a) if Client demands that DCCM furnish or perform services contrary to DCCM's responsibilities as a licensed professional, (b) if DCCM's services for the Project are delayed or suspended for more than 90 days for reasons beyond DCCM's control, (c) if payment due DCCM remains unpaid for 90 days, as set forth in Paragraph 4C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6I.

iii) DCCM will have no liability to Client on account of any termination by DCCM for cause.

B. Termination for Convenience: Client may terminate this Agreement for convenience with 10 days notice from Client.

C. Payments Upon Termination: In the event of any termination under Paragraph 5, DCCM will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Client will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6F, at Client's sole risk.

i) If Client has terminated the Agreement for cause and disputes DCCM's entitlement to compensation for services and reimbursement of expenses, then DCCM's entitlement to payment and Client's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

ii) If Client has terminated the Agreement for convenience, or if DCCM has terminated the Agreement for cause, then DCCM will be entitled, in addition to the payments identified above, to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with DCCM's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4F.

6. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by DCCM under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DCCM makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DCCM. Subject to the foregoing standard of care, DCCM may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. DCCM shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will DCCM have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. DCCM shall not be responsible for the acts or omissions of any Constructor.

C. DCCM neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. DCCM's opinions of probable construction cost (if any) are to be made on the basis of DCCM's experience, qualifications, and general familiarity with the construction industry. However, because DCCM has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DCCM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DCCM. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.

E. DCCM shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by DCCM.

F. All documents prepared or furnished by DCCM are instruments of service, and DCCM retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. DCCM grants to Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by DCCM of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

   i) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DCCM, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DCCM;

   ii) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DCCM, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to DCCM or to its officers, directors, members, partners, agents, employees, and subconsultants;

   iii) Client shall indemnify and hold harmless DCCM and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DCCM; and

   iv) such limited license to Client shall not create any rights in third parties.

G. Client and DCCM agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol

H. **Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Client and DCCM (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that DCCM's total liability to Client under this Agreement shall be limited to the total amount of compensation received by DCCM under this Agreement.**

I. The parties acknowledge that DCCM's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DCCM or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DCCM may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Client and DCCM agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. DCCM's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. **In the event either party makes a claim or brings an action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including reasonable attorney's fees and expert witness costs) incurred by the other party in defense of such claim or action.**

N. PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF DCCM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

7. Definitions

A. Constructor—Any person or entity (not including DCCM, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. Successors, Assigns, and Beneficiaries

A. Successors and Assigns

i) Client and DCCM are hereby bound and the successors, executors, administrators, and representatives of Client and DCCM (and to the extent permitted by Paragraph 8Aii the assigns of Client and DCCM) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

ii) Neither Client nor DCCM may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the

written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or DCCM to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and DCCM and not for the benefit of any other party.

9. Total Agreement

A. This Agreement (including any expressly incorporated attachments) constitutes the entire agreement between Client and DCCM and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1 - DCCM's Standard Hourly Rates
Appendix 2 - Scope of Services

This Agreement's Effective Date is 10/13/2026

Client:	DCCM Infrastructure Inc.
(name of organization)	(name of organization)
By:	By:
(authorized individual's signature)	(authorized individual's signature)
Date:	Date:
(date signed)	(date signed)
Name: Lesley Gallagher	Name: Billy J. Almaguer
(typed or printed)	(typed or printed)
Title:	Title: Chief Operating Officer
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
	7 Waldo St
	St. Augustine FL 32084
Designated Representative:	Designated Representative:
Name:	Name: Carl Allen
(typed or printed)	(typed or printed)
Title:	Title: SR. Construction Inspector Mgr
(typed or printed)	(typed or printed)
Address:	Address:
Phone:	Phone: 904-826-1334
Email:	Email: callen@dccm.com

Appendix 1
DCCM's Standard Hourly Rates
Referred to in and part of the Short Form of Agreement between Client and Engineer for Professional Services

1. Standard Hourly Rates:
   A. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
   B. The Standard Hourly Rates apply only as specified in Paragraph 4 and are subject to annual review and adjustment.
2. Schedule of Hourly Rates:

Billing Class	Rate
Principal	$365/hour
VP	$275-$300/hour
Division Lead	$260-$285/hour
Program Manager	$240-$265/hour
Senior Professional Engineer	$200-$270/hour
Senior Planner	$210-$230/hour
Senior Landscape Architect	$220-$260/hour
Senior Construction Inspector	$195-$210/hour
Professional Engineer	$230-$240/hour
Project Engineer	$160-$190/hour
Planner	$160-$190/hour
Landscape Architect	$170-$190/hour
Construction Inspector	$170-$180/hour
Senior CAD Designer/Senior Engineering Tech	$180-$200/hour
Senior Landscape Designer	$180-$200/hour
CAD Designer/ Engineering Tech	$130-$170/hour

Controller	$150-$200/hour
Graphic Designer	$100-$140/hour
Senior Graphic Designer	$140-$180/hour
Project Administrator/Project Coordinator	$95-$120/hour
Project Director, Survey	$210-$245/hour
Senior Surveyor	$170-$200/hour
Senior GIS Enterprise Administrator	$170-$200/hour
Project Surveyor	$155-$185/hour
Project GIS Developer, Survey	$155-$185/hour
Staff Surveyor	$135-$165/hour
Staff GIS Analyst	$135-$165/hour
Four Man Field Crew	$215-$245/hour
Three Man Field Crew	$195-$215/hour
Two Man Field Crew	$170-$200/hour
One Man Field Crew	$150-$180/hour
One Man Crew (GPS/RTK)	$200-$230/hour
Two Man Crew (GPS/RTK)	$215-$245/hour
CADD Technician, Survey	$115-$145/hour
GIS Technician	$115-$145/hour
Field Technician, Survey	$95-$125/hour

Appendix 2
Scope of Services
Referred to in and part of the Short Form of Agreement between Client and DCCM for Professional Services dated 10/13/2026

I – Roadway Field Investigation and Pavement Condition Assessment

DCCM will perform field investigations of the existing roadways within the Madeira CDD to assess current pavement conditions and identify visible areas of deterioration or other maintenance concerns. The roadway assessment will include visual inspection of the pavement and documentation of observed conditions. Findings will be documented with photographs and descriptions of areas of concern.

DCCM will evaluate the roadway condition using the applicable pavement assessment methodology identified for the project and summarize the existing pavement condition and anticipated remaining service life.

- We have qualified inspectors with Asphalt Paving Level 1 and Level 2 certifications.
- A Professional Engineer (PE) will complete the final review and sign-off.
- A visual inspection will be performed by driving and walking the site to assess pavement conditions.
- Following the visual inspection, we will evaluate the pavement using Pavement Condition Index (PCI) and Remaining Service Life (RSL) methodologies.
- Additional testing methods will be considered only if warranted by the findings of the visual inspection. Typically, additional testing is not necessary.
- Any deficiencies or areas of concern identified during the inspection will be documented in the report, along with recommendations for further testing if necessary.

Fees for Roadway Field Investigation and Pavement Condition Assessment *will be billed on a T&M fee basis for a total of* ***$10,000****, plus direct reimbursable expenses.*

II – Pavement Core Sampling and Testing (Performed by Others)

DCCM will coordinate pavement core sampling at selected locations within the Madeira CDD roadway system to evaluate the existing pavement structure and condition. Core locations will be selected based upon field observations and the pavement assessment.
Pavement cores will be extracted, documented and tested as applicable to evaluate pavement thickness and material condition. Laboratory testing may include density and air voids, binder content, and layer bond strength, as appropriate for the pavement assessment. Core locations will be properly reinstated following extraction.

- The scope of work shall include approximately twenty (20) pavement cores with five-foot (5') auger borings and no testing.
- General pavement cores and associated borings shall be located at approximately 500-foot intervals.

- The pricing provided for this scope of work is an estimate based on the anticipated quantities and scope described herein. Actual quantities and final costs may vary based on field conditions and the work performed.
- The contractor and Madeira Community Development District (CDD) shall enter into a separate contract governing the performance of the work.
- Madeira CDD shall be responsible for contracting with and making direct payment to the contractor for all work performed under that agreement.

Fees for Roadway Pavement Core Sampling and Testing, performed by others *will be billed on a lump sum fee basis for a total of* ***$15,000 (Approximate)****, plus direct reimbursable expenses. This will need to be contracted directly with the geotechnical services company.*

III – Roadway Assessment Report and Resurfacing Recommendations

DCCM will evaluate the results of the roadway condition assessment, field investigation, pavement testing, and core sampling to develop recommendations for future roadway maintenance, repair, and resurfacing.

DCCM will prepare a summary report documenting the assessment findings, pavement condition, anticipated remaining service life, and recommended maintenance and capital improvement measures. The report will provide recommendations to assist the Madeira CDD with planning and establishing reserve funding for future roadway resurfacing and repairs.

Fees for Roadway Assessment Report and Resurfacing Recommendations *will be billed on a lump sum fee basis for a total of* ***$6,000****, plus direct reimbursable expenses.*

.

FEE SUMMARY

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

I – Pavement Condition Assessment	$10,000 (T&M)
II – Pavement Core Testing	$15,000 (Lump Sum)
III – Roadway Assessment Report	$6,000 (Lump Sum)
Total Estimated Cost:	**$31,000 plus direct reimbursable expenses**

DCCM will initiate services on this project immediately following receipt of the fully executed contract.

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.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (hereinafter the "**Agreement**") is made and entered into as of 13 October 2026 by the following parties:

A. **Madeira Community Development District, co Rizzetta & Company, Inc**, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (Hereinafter "**Client**"); and

B. **Gulfstream Design Group, LLC**, a Florida limited liability company, whose mailing address is 2225 A1A S, Suite A-2, St. Augustine, Florida 32080 (Hereinafter "**Gulfstream**").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. PROJECT SUMMARY

Project Name: Madeira CDD Paving Assessment
Project Number: GDG # 26-159a

Section 1.01 Property

The subject "**Property**" consists of approximately 1,100 acres within the City of St. Augustine, St. Johns County, located on Maralinda Drive off of US 1 North. The parcel identification numbers for the existing roadways are 00734320001, 0734310005, 073431040000, 0734310403, 0734330008, 0734330006. Client owns the land per St. Johns County Property Appraiser records.

Section 1.02 Client's Project: General Scope

Project will consist of an inspection of all paved roads within the Madeira community with core samples for phase 1 only based on the phasing map provided for the Madeira CDD Roadway Assessment (the "**Project**").

Section 1.03 Summary of Gulfstream's Scope

Gulfstream will provide professional planning and engineering services in connection with the Project improving Client's Property, as thoroughly described in Article II below, and summarized as follows:

Task I	Construction Inspection Team Coordination and GIS Mapping	$1,800.00	Not to Exceed
Task II	General Site Inspection and Report	$7,100.00	Not to Exceed
Task III	Meetings and Bidding Assistance	$2,600.00	Time & Material
	Total:	$11,500.00	

For budget estimating only: Geotechnical testing and reporting is recommended to be contracted directly between the CDD and Geotech Engineer directly to save processing costs with Gulfstream. Testing options may be reviewed with the Client, Gulfstream, and the hired Geotechnical Engineer. Based on the RFP specifications regarding the mentioned pavement testing, costs can vary between $3,500 and $7,000.

Section 1.04 General Assumptions and Exclusions.

(a) For the purposes of this proposal, Gulfstream assumes that the existing zoning/land use is compatible with the desired development program (thus public hearings for land use/zoning changes are not required for this scope of this Agreement).

(b) Upon completion of Gulfstream's Post Intake Form and proposal execution, Gulfstream will commence services.

(c) Gulfstream excludes, and Client to be responsible for, architectural services, building permit applications, fire sprinkler system design, cultural resource assessments, written authorization to access the subject Property, geotechnical engineering, surveying, legal, preparation of plat, septic system removal permits, well permitting, all other services required for the Project and not expressly included in Gulfstream's scope of services in Article II and all items set forth in Article III.

ARTICLE II. SCOPE OF SERVICES

Section 2.01 Task I: Construction Inspection Team Coordination (Pre-Inspection Coordination)

- **Fee for Task I**: Hourly based upon schedule of rates **(Not to Exceed $1,800.00)**

(a) Gulfstream Design Group (Gulfstream) shall serve as the primary civil engineering coordinator, interacting and facilitating communication among the Client and key project stakeholders, including but not limited to:

1. Client/Client's Representative(s) (Project Manager).
2. Other consultants/professionals as necessary to support the Client's planning and development objectives for the project.
3. Accurate GIS base maps for inspection, bid documents, and CDD use.

Section 2.02 Task II: General Site Inspection and Report

- **Fee for Task II:** Hourly based upon schedule of rates **(Not to Exceed: $7,100.00)**

(a) A Gulfstream Certified FDOT Pavement Level II Inspector or higher will perform a general site inspection to review existing curb, roadway pavement, and paver surfaces within the Maderia CDD Rights of Way road network. The inspection will consist of a visual assessment of accessible site features. To identify observable deficiencies, deterioration, settlement, cracking, ponding, drainage concerns, and other surface related issues that may impact functionalities or maintenance needs. These deficiencies will be referred to but limited to the following categories: Alligator Cracking, Block Cracking, Edge Cracking, Longitudinal Cracking, Reflection Cracking, Transverse Cracking, Patching, Potholes, Rutting, Shoving, Bleeding, Polished Aggregate, Weathering, Raveling, Pumping, among others less commonly known using a comprehensive rating system.

(b) Services will include documentation of existing conditions through field notes and photographs, evaluation of apparent surface drainage patterns and identification of areas exhibiting distress or failure. Following the field review, Gulfstream will prepare a set of GIS Maps showing locations of the deficiencies.

(c) The inspection is intended to provide a general assessment of visible conditions only and will not include destructive testing, subsurface investigation, survey, geotechnical evaluation, hydraulic modeling. Geotechnical bidding assistance is included in this proposal and an estimated basic level pavement coring and report fee of $2,500 should be expected to complete the analysis of the paved surfaces as requested only within Phases 1A and 1B. If additional testing is desired by the Geotechnical Engineer, Gulfstream will act as a liaison between the CDD and Geotech to furnish adequate reports for Gulfstream and District analysis with consideration to costs and obtaining relevant data to make life cycle and condition assessments.

Section 2.03 Task III: MEETINGS AND BIDDING ASSISTANCE

- **Fee for Task III**: Hourly based upon schedule of rates **(Not to Exceed: $2,600.00)**

(a) GEOTECHNICAL BIDDING AND MEETING REVIEW: During the geotechnical bidding process, Gulfstream will respond to questions from potential bidders and prepare written responses and/or plan revisions for inclusion in addenda, as mutually agreed upon by Gulfstream and the Client during the bid phase. Services will include attendance at bidding calls and/or in-person meetings with bidding contractors and other required participants; preparation and transmittal of bid requests; responses to bidder questions; and review of bids for up to eight (8) hours of Engineer time. The scope will also include a final meeting with the Client to review the bids. In addition, Gulfstream staff will conduct limited progress and report review meetings for a maximum of eight (8) total hours of Project Engineer time to discuss project progress and address questions related to engineering, construction schedules, contractor questions, comments and concerns, permit closeouts, proposed design changes, and potential conflicts. Attendees may include representatives from the construction contractor and its subcontractors, Gulfstream, regulatory agencies, and the Client.

{remainder of page left blank intentionally}

Article III. Services Not Included

Gulfstream Design Group excludes the following options:

Amenity Center Design	Building Architectural Services
Structural Engineering Services	Commercial Swimming Pool Design
Landscape Architectural Services	Landscape Architecture / Tree Mitigation/ Irrigation Design
Mechanical Engineering Services (Plumbing, HVAC, Communications)	Electrical Engineering Services
Commercial Docks/ Wet Slip Marina Design/Permit	Boat Ramp Layout/ Design Permit
Dock Layout/ Design	SJRWMD/FDEP Permits for Floating Docks (Single Family)
EPA Permits	U.S. Army Corps of Engineers Permits
Surveying Services (Tree/Boundary/Topographic/Hydrographic)	Biological Services (Wetland Evaluation/Threatened or Endangered Species)
Wetland Impact/Wetland Mitigation Analysis	Phase I/II Environmental Studies
Environmental Assessment/Protected Species Permits	FEMA Map Revisions (LOMR/CLOMR)
Arbor Services/ Tree Inventory	Geotechnical Engineering Services
Traffic Impact Studies/Traffic Engineering/ Signal Warranty Study	Traffic Planning/ Traffic & Roadway Engineering
Signalization Design/ Signal Warranty Study / Turn Lane (Offsite)	Site Lighting Design/ Street Lighting Design
Fire Protection System Engineering Services	Fire Main Design / Fire Sprinkler System Design
Franchise Utility Coordination (Phone/Fiber/Gas)	FDOT Plans/Permits
Department of Health Permits (Septic)	FDEP Water/Wastewater Permits
Stormwater Design per SJRWMD (Exemption Only)	FEMA Floodplain Analysis
Regional Stormwater Design Models	Preparation of Lift Station Designs (Sanitary/Stormwater) Calculations
Stormwater Lift Station Design	Utility Plans (Potable Water/Sanitary Sewer)
Offsite Utility (Potable/Sanitary/Reuse) Exemption	Offsite Sidewalk Design
Preparation of Easements or Legal Descriptions	Detailed Earthwork estimating
Global Positioning System (GPS) location services	Platting Services (Preliminary/Final)
Future Land Use Map Amendment (Text & Map)	Submersible Well Design
Rezoning Application/ Special Use Permits	SJRWMD Consumptive Use Permits (CUP)
Railroad ROW Permits / County ROW Use Permits	Fence/Retaining Wall Design (Foundation Aesthetic)
Water Quality Monitoring/ NDPES Inspections	Financial Institution & Special Use Documents
Preparation of Design Calculations/Permit Schedule	Prepare of Stormwater Treatment or Attenuation Calculations
Preparation of Potable Main Hydraulic Analysis	Offsite Stormwater Basin Analysis
Recreation Calculations / Park Design	Engineers Opinion of Probable Cost (EOPC)
Color Renderings/Elevations	Legal Services
Construction Specification Manual	Preparation of Construction Plans
Preparation of Construction Permit Applications	Construction Administration

ARTICLE IV. INFORMATION PROVIDED BY CLIENT

a. Client shall promptly:

- Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret Client's decisions.
- Provide all information and criteria as to Client's requirements, objectives, and expectations for the Project including all numerical criteria that are to be met and all standards of development, design, or construction.
- Provide to Gulfstream all previous studies, plans, or other documents pertaining to the Project and all new data reasonably necessary in the Gulfstream's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Gulfstream may rely.
- Arrange for access to the site and other private or public Property as required for Gulfstream to provide its services.
- Review all documents or oral reports presented by Gulfstream and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Gulfstream.
- Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary for completion of the Gulfstream's services.
- Cause to be provided such independent accounts, legal, insurance services as Client may require.
- Give prompts written notice to Gulfstream whenever Client becomes aware of any development that affects the scope, timing, or payment of Gulfstream's services or any defect or noncompliance in any aspect of the Project.
- Bear all costs incidental to the responsibilities of Client.

b. **AGENTS AND AUTHORIZATION**. Notwithstanding Client's designation of a representative as required by Article IV, Section 4.01 of this Agreement, Gulfstream shall be entitled to assume that orders given and documents or receipts executed by representatives, employees, or agents of Client shall have been validly authorized by Client, and that Client shall be responsible for these orders, unless Gulfstream is otherwise notified in advance by writing.

c. **RELIANCE ON SUPPLIED INFORMATION**. Client shall be responsible for, and Gulfstream may use and rely upon in all respects, any requirements, programs, instructions, approvals, reports, data, and other information furnished by Client. Gulfstream may use and rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Gulfstream may request additional information from Client that is necessary for Gulfstream's performance; Client shall furnish requested information in a timely fashion, but in any event not later than 15 days after receipt of written request. Client shall promptly communicate to Gulfstream about matters relevant to Gulfstream's performance.

{remainder of page left blank intentionally}

ARTICLE V. GENERAL TERMS AND CONDITIONS.

5.01 CONTRACT. Gulfstream and Client, in consideration of the obligations expressed in the Agreement for the Project and improvements to Client's Property described in Article I of this Agreement, do covenant, promise and agree to be bound by the terms and conditions in the Agreement. Should Gulfstream commence any work described in this Agreement without Client first having signed this Agreement, then Gulfstream and Client (the "Parties"), until the full execution thereof, shall be deemed to have entered into an oral Agreement fully binding upon the Parties and containing the identical provisions as are contained in this Agreement.

5.02 SCOPE OF WORK. Gulfstream is obligated towards Client to perform only those services described as included in this Agreement and as further defined and conditioned in the provisions herein (the "**Work**"). This Agreement does not include any services that may be required for the Project but are not listed as included in this Agreement.

5.03 RETAINER. Client must pay the retainer in the amount of $0.00 (the "Retainer"). Gulfstream is not obligated to perform any services under this Agreement, and the Agreement's time shall not commence to run, until Gulfstream has received the Retainer. The Retainer shall be held by Gulfstream and may be credited to Client's account in the final invoice or at any time prior thereto in the discretion of Gulfstream. Client acknowledges that the Retainer is not an estimate of the cost of services to be provided under this Agreement. Gulfstream may require an additional retainer or other means of financial security at a later point in time if Gulfstream deems necessary.

5.04 ENGAGEMENT AND COMPENSATION. Client hereby engages Gulfstream for the purposes as agreed upon in this Agreement. Compensation for services not described in this Agreement or for services modified from, or not originally contemplated in, the original Agreement shall be based on the following Schedule of Hourly Rates (below). The Schedule of Hourly Rates is subject to modification at the beginning of each calendar year at the sole option of Gulfstream, and without notice to Client. In addition, the rates listed below are the standard rates for this Agreement only. Standard Hourly Rates are subject to change on a Project by Project basis regardless of whether or not Client is an existing Client.

GULFSTREAM DESIGN SCHEDULE OF HOURLY RATES: 2026-2027	
Description	**Amount**
Principal	$295
CEI Department Director	$255
Department Director	**$245**
Strategic Planner	$235
CEI Senior Professional Engineer	$225
CEI Professional Engineer	$205
Senior Professional Engineer	$205
Professional Engineer	$195
CEI Senior Project Engineer	$185
Land Planner	$185
Project Architect	$185
Registered Landscape Architect	$185
Senior Environmental Scientist	$185
Project Manager	$180
Senior Project Engineer	$165
CEI Project Engineer	**$155**
CEI Senior Inspector	$155
Project Engineer II	$150
Public Information Specialist	$150
CEI Project Inspector II	$140
CEI Project Manager	$140
Project Engineer I	$135
CEI Project Inspector I	$125
GIS Specialist	$125
Senior Designer (Graphic/Engineering/LA)	$125
AutoCAD Senior CAD Designer	$120
Project Accountant	$115
Senior Project Administrator	$115
CEI Field Technician	$110
AutoCAD Technician	$105
CEI Project Admininstrator	$105
Project Administrator	$95
AutoCAD Assistant	$90
Technical Assistant	$90

5.05 SUBCONTRACTORS. Gulfstream may engage the services of subcontractors when, in Gulfstream's opinion, it is appropriate or customary. Such persons and entities will include, but not be limited to, surveyors, other engineers, and testing laboratories.

5.06 APPLICATIONS TO REVIEWING AGENCY. For the purposes of this Agreement, it is agreed that this development will be phased and that Gulfstream will be able to design the entire Project as listed in the Project Summary (e.g. utilities, stormwater, pavement, landscaping, irrigation, etc.) with single applications to the respective reviewing agencies. If multiple applications are required, this will be considered an additional service.

5.07 COSTS AND OUT-OF-POCKET EXPENSES. Client shall be responsible for all costs associated with the services provided in this Agreement, to specifically include the engagement of other subcontractors. Client agrees to reimburse Gulfstream for all costs and all out-of-pocket expenses associated with the services provided in this Agreement, to include, but not be limited to, the Reimbursable Expenses set forth in Section 5.08 below, permit application fees, postage, express delivery, and etc.

5.08 REIMBURSABLE EXPENSES. The rate of reimbursement for the "Reimbursable Expenses" set forth below shall be:

MILEAGE	IRS RATE PLUS 10%
24X36 BLACK & WHITE	$1.75 PER SHEET
24X36 COLOR PLOTS	$44.00 PER SHEET
8.5X11 BLACK & WHITE	$0.15 PER SHEET
8.5X11 COLOR	$0.30 PER SHEET
11X17 BLACK & WHITE	$0.50 PER SHEET
11X17 COLOR	$0.75 PER SHEET
24X36 MYLAR	$50.00 PER SHEET
BLUEPRINTS	$0.40 SQ. FOOT
LEGAL NOTICES – ADV	COST PLUS 10%
OUTSIDE REPRODUCTION	COST PLUS 10%
COURIER	COST PLUS 10%
POSTAGE	COST PLUS 10%
MISC OTHER JOB COSTS	COST PLUS 10%
SUB CONSULTANTS	COST PLUS 10%

5.09 PRICES SUBJECT TO CHANGE. Prices quoted by Gulfstream for costs, out-of-pocket expenses, and Reimbursable Expenses are subject to change without notice. Price in effect on date of service or delivery shall control.

5.10 TIME FOR COMPLETION. Unless this Agreement states a specific duration or date for completion, Gulfstream shall complete its Work within a reasonable time, and any delivery or performance date stated by Gulfstream is an estimate only and is not a guarantee. Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Gulfstream's performance of its services. If, through no fault of Gulfstream, a stated period of time or date for completion are changed, or the orderly and continuous progress of Gulfstream's services is impaired, or Gulfstream's services are delayed or suspended, then the time for completion of Gulfstream's services, and the rates and amounts of Gulfstream's compensation, shall be adjusted equitably. If Gulfstream fails, through its own fault, to complete its performance required by this Agreement within the time set forth, as duly adjusted, then Client shall be entitled to the recovery of direct damages proximately caused solely by such failure. Gulfstream shall not be liable for any damage due to delay unless caused solely by Gulfstream, and Gulfstream's liability for such delay shall not include indirect, incidental, special, exemplary or punitive damages.

5.11 CHANGES IN THE WORK. Client may issue written or verbal orders to Gulfstream to change or add to the scope of Work, provided however that Gulfstream may require Client to execute a written change order, adjusting the contract fee and time, prior to Gulfstream performing such changes or additions to the Work, and Gulfstream may suspend the Work, without liability for delay, until such written change order is executed.

5.12 CORRECTIONS. Gulfstream shall only make corrections or changes to the Work for additional compensation; however, Gulfstream shall correct deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly or indirectly attributable to: (i) deficiencies in information furnished by Client or others; (ii) actions or requests by Client; (iii) actions or requests by other parties; (iv) unforeseen conditions; or (v) new information.

5.13 UNKNOWN CONDITIONS. Client, and not Gulfstream, is at risk for damages, additional time or costs resulting from concealed, unknown, or differing site conditions, including the physical conditions at the Project and actions of third-parties affecting the Work. Gulfstream shall be entitled to an adjustment to this Agreement because of such conditions affecting the Work.

5.14 COMPLIANCE. Gulfstream and Client shall comply with applicable codes, standards, laws, regulations, and Client-mandated standards that Client has provided to Gulfstream in writing, that are in effect as of the date stated on this Agreement. Changes to these requirements after such date will be the basis for modification of this Agreement.

5.15 LEGISLATIVE ACTION. If any governmental entity imposes any taxes, fees, or charges on Gulfstream's services or compensation under this Agreement, or imposes requirements that cause Gulfstream to perform additional work or incur costs, then Gulfstream may invoice Client, in addition to the compensation to which Gulfstream is entitled under this Agreement, for such taxes, fees, charges, work, or costs.

5.16 INVOICE AND PAYMENT.
(a) Gulfstream shall deliver an invoice for any costs, Reimbursable Expenses, and services performed on a monthly basis to Client, by mail or email to the address on file with Gulfstream. Invoices for the Work are NET DUE UPON RECEIPT, but Gulfstream has discretion to allow a grace period of up to thirty (30) days; such grace period, if any, will be stated on the invoice.
(b) Client agrees that if there is a disagreement about an invoice, Client will advise Gulfstream in writing within five (5) days of receipt of said invoice. Failure to raise any disagreement shall constitute a waiver of any and all disputes as to said invoice and the invoice shall be deemed accepted, correct and undisputed. If Client disputes any portion of an invoice, Client may withhold only the disputed portion, and must pay the undisputed portion. Payment is only contingent upon those terms stated in this Agreement; no other conditions precedent to payment exist.
(c) Client agrees to have Client's account paid in full prior to the conclusion of representation and further agrees to permit Gulfstream to apply all remaining Retainer and deposits to the final invoice. Any arrangements for periodic payments or adjustments shall be agreed upon by the parties in writing.
(d) In the event that an invoice is not paid in full pursuant to the terms of this Agreement, Client shall be in default and Gulfstream reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify the Property owner if different from Client.
(e) Client further agrees that failure to make any payment on time shall constitute a prior breach of this Agreement and shall affirmatively release Gulfstream from all obligations of this Agreement and from all claims Client may have which arise from this Agreement or otherwise.
(f) By signing below, the signatory for Client personally guarantees all amounts due under this Agreement.

5.17 FINANCE CHARGES AND LATE FEE. Client agrees to pay any finance charges that are imposed on Client's account. Subject to the grace period, a finance charge at the highest rate allowable by law, will be imposed from the date of the invoice. Gulfstream may charge Client a monthly late fee, in addition to a finance charge, equal to 5% of any outstanding balance that remains due, to help defray Gulfstream's administrative costs associated with handling and collecting Client's delinquent account. It is understood and agreed that in no event shall Client be required to pay late fees, a finance charge or interest in excess of rates allowed by applicable laws. Until Client makes payment in full, including any accrued charges, fees, and interest, Gulfstream may withhold delivery of, and shall not be required to deliver, the Work (e.g. plans and specifications).

5.18 SUSPENSION. If Client fails to make payments to Gulfstream in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Gulfstream's option, cause for suspension of performance of the Work. If Gulfstream elects to suspend services, Gulfstream shall give three days' notice to Client before suspending the Work. In the event of a suspension of services, Gulfstream shall have no liability to Client or any third party for delay or damage caused by such suspension. Before resuming services, Gulfstream shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Gulfstream's Work. Gulfstream's fees for the remaining Work and the time schedules shall be equitably adjusted. If Client suspends the Project, Gulfstream shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Gulfstream shall be compensated for any documented expenses incurred in the interruption and resumption of Gulfstream's services. Gulfstream's fees for the remaining Work and the time schedules shall be equitably adjusted. If Client suspends the Project for more than 90 cumulative days for reasons other than the fault of Gulfstream, Gulfstream may terminate this Agreement by giving not less than seven days' written notice.

5.19 TERMINATION BY GULFSTREAM. In the event that Client fails to make payment in full when due, or if Gulfstream in its sole discretion believes that Client currently is or will in the future be in default of any provision of this Agreement or any other Agreement between Client and Gulfstream, Gulfstream may at its option exercise any one or more of the following upon three (3) days' notice and opportunity to cure: (i) refuse to accept additional orders from Client; (ii) suspend or terminate this Agreement; (iii) declare immediately due and payable all outstanding invoices to Client whether or not such invoices are due and payable; (iv) reclaim Gulfstream's Instruments of Service, and (v) exercise any other rights or remedies that Gulfstream may have at law or equity.

5.20 TERMINATION BY CLIENT.
(a) Client may terminate this Agreement for cause, upon fifteen (15) days' written notice and opportunity to cure, if Gulfstream: (i) repeatedly fails to comply with its duties under this Agreement; (ii) repeatedly disregards applicable laws or codes; or (iii) otherwise is guilty of substantial, material breach of this Agreement.
(b) In the event of termination not the fault of Gulfstream, Gulfstream shall be compensated for Work performed prior to termination, together with costs and reimbursable expenses then due and, in addition, to compensation for Gulfstream's services and expenses directly attributable to termination for which Gulfstream is not otherwise compensable, plus an amount for Gulfstream's anticipated profit on the value of the Work not performed by Gulfstream. Profit is calculated at twenty percent (20%) of the total fee.

5.21 NOTICE. Any notice, demand or other communication required or permitted by this Agreement must be in writing and sent via us certified mail or other delivery service to the addresses stated at top of this Agreement.

5.22 INDEMNIFICATION. To the fullest extent permitted by law, Client shall assume liability, indemnify, hold harmless, and defend Gulfstream, its owners, employees, agents, and subcontractors from and against any demand, claim, dispute, suit, mediation, arbitration, liability, loss, damages, expense, Costs, and Attorney Fees, relating to, arising out of, or resulting from any Property damage, personal injury, errors, omissions, negligence, Client's breach of this Agreement, or performance of this Agreement to the extent caused by the Project owner, the Project contractor (or its subcontractors or suppliers), Client or any of Client's owners, employees, contractors, subcontractors, sub-subcontractors, materialmen, or agents, or errors in, or omissions of, information provided to Gulfstream by Client.

5.23 LIMITATION OF LIABILITY.

(a) Gulfstream shall not be liable for damages sustained as a result of misinformation or omissions of information provided by Client or other persons not retained by Gulfstream.

(b) Gulfstream shall not be liable for any damages arising out of modifications to any plans, specifications or other related documents which are not approved by Gulfstream in writing.

(c) Gulfstream shall not be liable for the means, methods, or techniques of construction or the safety precautions selected by any contractor retained to provide any services to Client or Gulfstream.

(d) Gulfstream cannot guarantee that government officials or agencies will grant desired approvals or otherwise act in the best interests of Client, and therefore the parties agree that Gulfstream shall not be liable for damages resulting from the actions or inactions of government officials or agencies.

(e) Liability on the part of Gulfstream for injuries, claims, losses, expenses, damages, Attorney Fees and Costs related to performance of this Agreement, arising from this Agreement, or because of the relation hereby established, whether due to the negligence of Gulfstream or otherwise, shall be limited to a sum equal to the lower of (a) the fee paid to Gulfstream by Client under this Agreement, or (b) the policy limits of Gulfstream's applicable insurance coverage required by this Agreement, which sum shall be paid and received as liquidated damages. Such liability amount is fixed as liquidated damages and this liability amount shall be complete and exclusive. In the event Client desires Gulfstream to assume greater liability, a choice is hereby given of obtaining full or limited liability by paying an additional amount under an additional rider, which shall be attached and incorporated to the Agreement setting forth the additional liability of Gulfstream and additional charge. Client waives indirect and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

5.24 DUTY TO INFORM. Client shall promptly notify Gulfstream of any deficiencies or suspected deficiencies in Gulfstream's work or services of which Client becomes aware so that Gulfstream may take measures to minimize the consequences of such a deficiency. Failure by Client to notify Gulfstream shall relieve Gulfstream of the cost of repairs above the sum such remedy would have cost had notice been given when Client first became aware of the deficiency or suspected deficiency.

5.25 PROJECT SIGNAGE. Client agrees to allow Gulfstream to install up to a 4'x 8' site sign as allowed by local zoning and sign permit codes. Such sign maybe installed by Gulfstream upon execution of this Agreement. Sign must be removed by Gulfstream within ten (10) business days of receipt of written notification from Client.

5.26 CERTIFICATIONS. Gulfstream shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which does not have actual knowledge, or that would cause Gulfstream to violate applicable rules of professional responsibility.

5.27 OPINION OF COST. Because Gulfstream cannot and does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and material, shall be made on the basis of its experience, but Gulfstream cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If Client wishes greater assurance as to the amount of any cost, it shall employ an independent professional cost estimator. Gulfstream's services required to bring costs within any limitation established by Client will be paid for as Additional Services based on Hourly Rates in Section 5.04 of this Agreement.

5.28 CONSTRUCTION ADMINISTRATION SERVICES.

(a) If Gulfstream's services include the preparation of documents to be used for construction and Gulfstream is not retained to make periodic site visits, Client assumes all responsibility for interpretation of the documents and for construction observation, and Client waives any claims against Gulfstream in any way connection thereto.

(b) If Gulfstream provides construction administration services, Gulfstream shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Gulfstream have any authority or responsibility to stop or direct the work of any contractor. Gulfstream visits will be for the purpose of endeavoring to provide Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Gulfstream. Gulfstream neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) Gulfstream is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify Client and Gulfstream for all claims and liability arising out of job site accidents; and that Client and Gulfstream be made additional insureds under the contractor's general liability insurance policy.

5.29 CONFIDENTIALITY.

(a) Client consents to the use and dissemination by Gulfstream of photographs of the Project and to the use by Gulfstream of facts, data and information obtained by Gulfstream in the performance of its services. If, however, any facts, data or information are specifically identified in writing by Client as confidential, Gulfstream shall use reasonable care to maintain the confidentiality of that material.

(b) Client must not disclose to any person, without the prior approval of Gulfstream: (i) the contents of the Agreement; (ii) Gulfstream's Instruments of Service; or (iii) any information regarding Gulfstream, its systems, procedures, staff or activities; except as required by law. This obligation will survive the expiration or termination of the Agreement.

5.30 STANDARDS OF PERFORMANCE. The standard of care for all services performed by Gulfstream under the Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Unless otherwise agreed to in a signed writing by Gulfstream, Gulfstream makes no express or implied warranty and DISCLAIMS THE WARRANTIES OF CONSTRUCTABILITY, HABITABILITY, MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Gulfstream cannot control the costs of labor, equipment, materials, or the services of other contractors or vendors and therefore cannot warrant, express or implied, any opinion regarding the probable costs associated with any bid or estimate.

5.31 GULFSTREAM'S INSTRUMENTS OF SERVICE. Gulfstream shall be deemed the author and owner of all data collected by Gulfstream and all documents, plans, notes, drawings, tracings, specifications, field data, reports and files collected or prepared by Gulfstream (collectively, "Instruments of Service"). Gulfstream's Instruments of Service shall remain the Property of Gulfstream and Gulfstream shall retain all common law, statutory and other reserved rights, including copyrights and trademarks thereto.

5.32 GRANT OF LICENSE. Gulfstream hereby grants Client a limited, non-exclusive license to possess and use Gulfstream's Instruments of Service only for the Project, provided, however, that Client substantially performs its obligations, including but not limited to prompt payment when due, and agrees to defend, indemnify and hold Gulfstream harmless from any claim, liability or cost (including the payment of reasonable attorney fees and costs for defense) for injury or loss arising from any reuse or modification to Gulfstream's Instruments of Service by Client or any person or entity that acquires or obtains them from or through Client or otherwise. Under no circumstance does this paragraph or the physical or electronic transfer of Gulfstream's Instruments of Service to Client constitute a sale by Gulfstream and Gulfstream makes no warranties, either express or implied, of merchantability and fitness for any purpose. This nonexclusive license automatically terminates upon termination of the Agreement by either party.

5.33 NONTRANSFERRABILITY AND NONASSIGNABILITY. Client shall not be permitted to assign or transfer any of the terms, rights, obligations, or liabilities of this Agreement to any third party without the express written consent of Gulfstream.

5.34 SUCCESSORS AND ASSIGNEES. The Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, executors, administrators, and assigns. The Agreement may not be assigned by Client without the prior written consent of Gulfstream

5.35 SALE OF CLIENT'S BUSINESS. Client agrees that should Client sell or transfer the majority interest in their business to any third party, the third party shall be notified of this Agreement and this Agreement shall be incorporated in said sale or transfer and shall be binding on said third party.

5.36 WAIVER.
(a) Gulfstream's failure to insist upon the strict performance by Client of any of the terms or conditions of the Agreement or to exercise any of its rights shall not be construed as a waiver or a relinquishment for the past or future of any such term, condition, or right, and shall not affect Gulfstream's right to enforce strict compliance with such terms and conditions. Payment by Client to Gulfstream shall constitute acceptance by Client of the performance by Gulfstream and waiver of claims for nonperformance.
(b) No course of dealing and no delay on the part of Gulfstream in exercising any remedy shall operate as a waiver thereof or otherwise prejudice its rights or remedies, and no right, power or remedy conferred hereby shall be exclusive of any other right, power or remedy referred to herein or now hereafter available at law, in equity, by statute or otherwise, the parties having agreed that all remedies are cumulative. The waiver of any breach of any covenant of this Agreement by Gulfstream shall not be construed as a waiver of any subsequent breach of such covenant or any other covenant of this Agreement. All waivers under this Agreement must be in writing and signed by the parties hereto.
.

5.37 JURISDICTION AND VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without reference to the principles of conflict of law. In any dispute connected with or arising out of this Agreement, the parties hereby consent to and confer exclusive jurisdiction on the courts of the State of Florida, consent to and confer exclusive venue in St. Johns County, Florida, and hereby expressly waive any objections to venue or forum non conveniens in any such courts.
CONSTRUCTION DEFECT CLAIMS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

5.38 SEVERABILITY. Each provision, and any portion thereof, of the Agreement, is severable from every other provision, and severable from the remaining portion of the provision, and if any provision, or part thereof, is unenforceable, the remainder of the provision and the remainder of this Agreement shall remain valid and enforceable.

5.39 MERGER AND INTEGRATION; MODIFICATION. This Agreement contains the entire Agreement between the parties and may not be modified or amended except by a writing signed by Gulfstream and Client that expressly states it is modifying and/or amending this Agreement. Any use or reference to Client's or another's contract, purchase order or purchase order number is for Client's convenience only and does not incorporate the referenced document into the contract. Client acknowledges that Client has not relied on any representations, advertisements, warranties, understanding, conditions, statements, or estimates, of any nature whatsoever, except as set forth in the Agreement.

5.40 COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered electronically.

5.41 INDEPENDENT CONTRACTOR. Gulfstream is an independent contractor, and nothing contained in this Agreement shall be construed or considered as rendering Gulfstream as an agent or employee of Client.

5.42 STRICT CONSTRUCTION. The parties stipulate that this Agreement is the joint product of both parties, the language used shall be deemed to be the language chosen by the parties to express their mutual intent, shall not be construed against either party, and no rule of strict construction shall be applied against any party.

5.43 ATTORNEYS' FEES AND COSTS. In the event of a dispute arising from or related to this Agreement, the Property, or the Project, or in any litigation between Gulfstream and Client, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees, including travel time ("Attorney Fees"), and Costs, incurred in such dispute prior to, during, or after litigation or alternative dispute resolution, including appeals, bankruptcy, pre-judgment collection and post-judgment collection, and in litigating entitlement to and amount of Attorney Fees and Costs. "Costs" shall include reasonable costs that are taxable under any applicable statute, rule, or guideline, as well as all non-taxable costs, including, but not limited to, costs incurred for investigation, research, printing, electronic discovery, online document depository, telephone, mailing and delivery, information technology support, consultants and experts, travel and lodging, court reporters, and mediators and arbitrators, regardless of whether such costs are otherwise taxable. This fee provision shall survive judgment, shall not be extinguished by or merged with the judgment, and the prevailing party is entitled to all such fees and costs incurred during post-judgment collection.

5.44 POST JUDGMENT INTEREST. The parties have conferred and are in Agreement that, should a judgment be rendered pursuant to any default of the Agreement, the post judgment contractual interest rate shall be eighteen percent (18%) per annum. It is the intent of the parties to deviate from the statutory interest rate set forth in Section 55.03, Florida Statutes.

5.45 DISPUTE RESOLUTION. Notwithstanding any Agreement between the parties to resolve claims by mandatory pre-suit mediation or arbitration, all claims regarding payment due under the Agreement or liens under Chapter 713, Florida Statutes, may be resolved by litigation in State Court.

5.46 NOT RESPONSIBLE FOR CONSTRUCTION OR CONTRACTOR. "Contractor" includes, but is not limited to, contractors, subcontractors of any tier, laborers, or suppliers. Gulfstream neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to perform. Gulfstream shall not be responsible for any acts or omissions by any Contractor, its agents or employees, or any other person or entity at the jobsite. Gulfstream shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Gulfstream have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selection or used by any Contractor, for security or safety of the jobsite, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to comply with the intent of Gulfstream's Work or applicable industry standards, best practices, manufacturer recommendations, laws, and regulations.

5.47 CONTRACTUAL LIMITATION ON PERSONAL LIABILITY. THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES UNDER THIS AGREEMENT IS NOT A PARTY TO THE AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

5.48 WAIVER OF JURY TRIAL. CLIENT KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN GULFSTREAM AND CLIENT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE EFFECTIVE DATE STATED ABOVE.

"CLIENT"	"GULFSTREAM"
JOB NAME, LLC, A Florida limited liability company	GULFSTREAM DESIGN GROUP, LLC, A Florida limited liability company
_____	_____
By: _____	By: Matthew Lahti, P.E.
Its: Manager	Its: Manager
Date:_____	

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

"CLIENT"

JOB NAME, LLC,

A Florida limited liability company

_____

By: _____

Its: Manager

Date: _____

*******INCLUDE THIS FORM ONLY IF CLIENT IS LANDOWNER*******

October 15, 2026

Madeira CDD
C/O Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Attention: Ms. Lesley Gallagher

Reference: **PROPOSAL FOR A PAVEMENT EVALUATION**
Madeira Subdivision Pavement Evaluation
St. Augustine, Florida
UES Proposal No. 2168316
UES Opportunity No. A26141.02761.000

Dear Ms. Gallagher:

UES Professional Solutions, LLC (UES) appreciates this opportunity to propose pavement evaluation services for the Madeira Subdivision in St. Augustine, Florida. Our understanding of the project is based on our conversations with you.

PROJECT INFORMATION

The development consists of approximately 2.5 miles of paved roads. We understand the CDD is considering an extensive updated analysis of condition and remedial recommendations for repair in conjunction with a pavement maintenance program within the development. It is understood that our evaluation will include asphalt pavements only. Our services do not include evaluation of the presence of or condition of underdrains, stormwater infrastructure/piping, manholes, and catch basins. Subsequently, construction management and/or construction testing may be desired. It is understood that phases 1A and 1B require a through exploration and that the remaining phases require only a windshield review at this time.

PROPOSED GEOTECHNICAL EXPLORATION

We propose the following scope of services and provide a summary of each proposed task.

TASK 1. PRELIMINARY REVIEW

Task 1 will include a review of all available documentation and any available design plans or as builts to determine the design pavement section. We will perform a thorough site walk-through to document areas of concern. During this phase we will select locations to perform pavement cores and soil borings. We will also document existing pavement condition using the PASER rating system.

TASK 2. FIELD INVESTIGATION

Task 2 will include physical field sampling, testing, and documentation. We anticipate 26 cores and augers in the scope of work. These services will include:

- Asphalt and base coring
- Auger borings and static cone penetrometer soundings of subbase soils to a depth of 6'.
- Dynamic cone penetrometer (DCP) soundings to correlate to base and subgrade LBRs at approximately 1/3 of the core/boring locations.
- Water table depth measurements at each boring location.
- Refilling of holes
- Asphalt patching
- Photographic documentation
- Visual observation and documentation of the condition of asphalt.

At the conclusion of our field services the disturbed areas will be restored as close to their original condition as is feasible.

TASK 3. LABORATORY EVALUATION

All samples will be delivered to our Jacksonville laboratory for testing and evaluation. These tests include:

- Thickness of asphalt cores
- Asphalt extraction/gradation and specific gravity tests of representative pavement cores.
- Organic content, as necessary
- Soil gradation testing
- Soil Atterberg Limit Tests (only applicable if clayey soils are identified)

TASK 4. AUTOCADD GRAPHICS

Our CAD Technician will develop a map showing the location of all borings. Individual Boring Logs showing the pavement, base, and subbase soil stratification will be prepared. The map will utilize a base map provided by the association. All maps will become the property of the association.

TASK 5. ENGINEERING EVALUATION

The engineering evaluation will include:

- Review of Soil Boring and Lab Data
- Review of USGS Soil Survey
- Review of any known site historical data.

- Preparation of recommendations for additional evaluation if warranted.
- Preparation of an engineering report of recommendations including photos and CAD graphics to include:
    i. Remedial construction records
    ii. Recommended pavement design parameters based on ESAL estimates for different roadway uses and traffic flow
    iii. Estimation of remaining service life based on the PASER rating determination.
    iv. Priority ranking of repairs (in concert with association)
    v. A map which shows all pavement core/boring locations and a delineation of PASER rating designations.

The evaluation will be performed with the following staff. We may utilize additional staff as the project progresses.

- Stephen R. Weaver, PE, MSCE – Steve is a Principal Geotechnical Engineer with over 40 years experience. Steve is the Manager of the Jacksonville Geotechnical group and has performed engineering as well as peer review on hundreds of projects.

- Joe Hoff – Joe is the Manager of our construction service group. He has 22 years experience and is a Certified Engineering Technician.

- Jacob Fuller – Jacob is a Geotechnical Project Manager. He has over 7 years experience and will be overseeing field coring and testing.

UES has personnel who are certified in Asphalt Paving 1 and 2 and Asphalt Plant 1 and 2. Our laboratory maintains AASHTO certification for soil, aggregate, concrete, and masonry. We recently completed a similar detailed pavement evaluation for approximately 11 miles of roadway within the Plantation at Ponte Vedra subdivision performing similar services to the proposed services described in this proposal.

TASK 6. MEETING WITH ASSOCIATION

After the completion of the report, if requested, we propose a meeting with the appropriate association staff and committee members. We can explain the findings and discuss various alternative approaches. We can also discuss phasing based on your budgeting needs.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory testing, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for each phase for a **lump sum fee of $33,000.00.** A fee estimate for meetings with the association after completion of the report can be provided if requested. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

SCHEDULING AND AUTHORIZATION

We can initiate the geotechnical exploration within two weeks of receiving the written notice to proceed. The field work is estimated to require one week to complete. As soon as all field and laboratory tests have been completed and reviewed by a geotechnical engineer, verbal results and recommendations can be provided. A written report should then be available within six weeks of authorization.

We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal or if we can serve you in any other way, please contact us.

Respectfully submitted,
UES Professional Solutions, LLC



Stephen R. Weaver, P.E.
Geotechnical Services Manager

UES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

UES is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME:	Madeira Subdivision Pavement Evaluation		
PROJECT LOCATION:	St. Augustine, Florida		
CLIENT NAME:	Madeira CDD C/O Rizzetta & Company Ms. Lesley Gallagher	**DATE:**	October 15, 2026
CLIENT ADDRESS:	3434 Colwell Avenue, Suite 200 Tampa, FL 33614	**PHONE NO.:** **EMAIL:**	904-436-6270 lgallagher@rizzetta.com

I. Scope of Services and Understanding of Project

As Shown in UES Proposal No. 2168316 (Attached)
UES Opportunity No. A26141.02761.000

Lump Sum Fee - $33,000.00

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

A. UES General Terms and Conditions - published at https://www.teamues.com/contractterms.
B. **UES** Proposal Dated: **October 15, 2026**
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client) ***NOTE: 3% fee on all credit card charges***

Visa X MasterCard X Discover X American Express X

C/C #: _____ EXP. DATE: _____ CVV CODE: _____

CARD HOLDER NAME: _____

BILLING ADDRESS: _____

AMOUNT: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT		**UES.**	
BY (Signature)		BY (Signature)	
PRINTED NAME		PRINTED NAME	Stephen R. Weaver
TITLE		TITLE	Geotechnical Services Manager
DATE		DATE	October 15, 2026

RETURN EXECUTED COPIES TO
UES
5561 FLORIDA MINING BOULEVARD SOUTH
JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904.296.0757
sweaver@teamues.com

Tab 4

MADEIRA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025-2026 ANNUAL GOALS & OBJECTIVES REPORT

The Madeira CDD Board of Supervisors Goals and Objectives report for fiscal year 2025-2026 were adopted in accordance with the legislation of HB 7013 to maintain statutory compliance and pursuing efficient operational practices. The report discloses successful results for the Madeira Community Development District.

Financial Goals and Objectives: ☒ Successful ☐ Unsuccessful

Financial Transparency, Budget Conscious, & Investment Strategy

Measurement: Monthly financial statements, thoroughly reviewing all proposals and contracts, and collaborative discussions regarding expenditures and a financial update at each meeting.

Board Meeting Goals and Objectives: ☒ Successful ☐ Unsuccessful

Productive Meetings, Audience Comments, Teamwork, Safe & respectful work environment for Board, staff, and audience

Measurement: The number of public meetings held accompanied by minutes reflecting adequate opportunities for audience comments, while staff and Board members working jointly and respectfully in a reserved, clean meeting space.

Administrative Goals and Objectives: ☒ Successful ☐ Unsuccessful

Website Maintenance, Adhere to the Board's established Rules of Procedure, Review the District's Rules of Procedure, & Records Retention

Measurement: The District's website is in compliance per Chapter 189.069 F.S. and audited quarterly as also required for records retention. Adopted Rules of Procedure are complied with for administrative purposes, to include but not limited to procurement and noticing requirements.

Operational Goals and Objectives: ☒ Successful ☐ Unsuccessful

Efficient communication, protect District Assets, Updates on tasks and reserve study as applicable.

Measurement: Accurate meeting minutes, prompt communication to and from Staff, Board Members and vendors, timely execution of agreements, review of budget priorities through workshop or meetings to operate and maintain District assets on a continuous basis.