



Rizzetta & Company

# **Madeira Community Development District**

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**Board of Supervisors' Meeting  
February 22, 2023**

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

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

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

Holiday Inn Express & Suites 2300 State Road 16, St. Augustine, Florida 32084

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

<b>Board of Supervisors</b>	William R. Lanius	Chairman
	Brian Riddle	Vice Chairman
	Thomas Barton	Assistant Secretary
	Orville Dothage, III	Assistant Secretary
	Jose Riera	Assistant Secretary
<b>District Manager</b>	Carol L. Brown	Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Kutak Rock, LLP
<b>District Engineer</b>	Chris Buttermore	Matthews Design Group

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

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

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

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

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
Madeira Community  
Development District

February 15, 2023  
**Rev. 2.21.2023**

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Madeira Community Development District will be held on **February 22, 2023 at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Oath of Office.....Tab 1
  - B. Consideration of Resolution 2023-02; Redesignating Officers.....Tab 2
  - C. Consideration of Minutes of the Board of Supervisors' Meeting Held October 26, 2022.....Tab 3
  - D. Ratification of the Operations & Maintenance Expenditures for July 2022, August 2022, September 2022, October 2022, November 2022 and December 2022.....Tab 4
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer.....Tab 5
    - 1.) Consideration of Updated Contract Terms, Conditions and Rates for Matthews Design Group
  - C. Landscape Manager
    - 1.) **Landscape Manager Report, dated February 2023.....Tab 6**
  - D. District Manager.....Tab 7
    - 1.) Charles Aquatics Service Report, dated February 9, 2023
5. **BUSINESS ITEMS**
  - A. **Consideration of the Yellowstone Landscaping Proposal(s).....Tab 8**
  - B. Acceptance of the Universal Engineering Sciences Pavement Evaluation .....Tab 9
  - C. Consideration of the Dominion Engineering Group Pavement Condition Analysis Proposal.....Tab 10

	D. Ratification of the Greenway Lawn & Landscape Pine Tree Removal Proposal.....	Tab 11
	E. Ratification of the Jax Utilities Management Portada Drive Repair Proposal.....	Tab 12
	F. Consideration of Smith Electrical Light Proposal(s).....	Tab 13
	G. Consideration of Termite Re-Treatment Proposal.....	Tab 14
	H. Consideration of LLS Tax Solutions Inc. Arbitrage Engagement Letter.....	Tab 15
<b>6.</b>	<b>SUPERVISOR REQUESTS</b>	
<b>7.</b>	<b>ADJOURNMENT</b>	

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.

Yours kindly,

*Carol L. Brown*

Carol L. Brown

## **Tab 1**

**MADEIRA COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF MADEIRA COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Madeira Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

## **Tab 2**

**RESOLUTION 2023-02**

**A RESOLUTION OF MADEIRA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF MADEIRA COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Board of Supervisors of Madeira Community Development District desires to elect the below recited persons to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Secretary	_____
Treasurer	_____
Assistant Treasurer	_____

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of February 2023.

**ATTEST:**

**MADEIRA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors



## **Tab 3**

**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 **Wednesday, October 26, 2022 at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. The following was the agenda for the meeting:

Present and constituting a quorum:

William Lanius	<b>Board Supervisor, Chairman</b>
Doug Maier	<b>Board Supervisor, Vice Chairman</b>
John Moore	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Carol Brown	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Kutak Rock, LLP</b>
Drew Baltz	<b>Account Manager, Yellowstone Landscape</b>
John Distler	<b>Business Development Manager, Yellowstone Landscape</b>

Audience members present.

**FIRST ORDER OF BUSINESS****Call to Order**

Ms. Gallagher called the meeting to order at 2:01 p.m. and read roll call.

**SECOND ORDER OF BUSINESS****Audience Comments on Agenda Items**

An audience member had comments on the following items:

- Typographical errors in the minutes
- Matthews Design Proposed Fee Increase questions
- Ponds 2 and 3 with exposed liners
- The quality of paint to be used on proposed Tesoro Park bench painting and insurance

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors' Regular Meeting  
held on August 24, 2022**

On a motion by Mr. Lanius, seconded by Mr. Maier, with all in favor, the Board approved the Minutes, as amended, of the Board of Supervisors' Meeting held on August 24, 2022, for Madeira Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01,  
Amending FY 2021-2022 Budget**

On a motion by Mr. Lanius, seconded by Mr. Maier, with all in favor, the Board adopted Resolution 2023-01, amending the fiscal year 2021/22 general fund budget (exhibit A), for Madeira Community Development District.

**FIFTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Counsel**

Mr. Haber did not have a report, but was available to answer questions.

**B. District Engineer**

1.) Consideration of Updated Contract Terms, Conditions and Rates for Matthews Design Group

This item was tabled as the District Engineer was not present. It was also requested that the District Manager bring back additional information regarding comparable rates for informational purposes only to the next meeting and that the District Engineer calls in to update the Board on the transition to DCCM for Matthews Design Group.

**C. Landscape Maintenance**

Mr. Baltz reviewed his landscape report and was available to answer questions. He also updated the Board that he will work on a plan for the roundabout that would involve Yellowstone sharing the cost of enhancements due to the torpedo grass overtaking the plants and the inability to remove it without killing off the plant material.

The Board moved to agenda item 5A.

**SIXTH ORDER OF BUSINESS**

**CONSIDERATION OF YELLOWSTONE  
LANDSCAPE ENHANCEMENT  
PROPOSAL**

Mr. Baltz reviewed the enhancement proposal (Exhibit B) for the pergola area in the amount of \$4,366.00 and noted that the rendering reflected mature plant material. Discussion ensued regarding the installation of plant material in the fall versus the spring

and that there was a need to clean up this area now.

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board approved the Yellowstone proposal (Exhibit B) in the amount of \$4,366.00, contingent upon the tropical plant material not being installed until March, but the rest of the scope being completed now, for Madeira Community Development District.

The Board moved to agenda item 5D.

## SEVENTH ORDER OF BUSINESS

## CONSIDERATION OF TREE REMOVAL PROPOSALS

The Board reviewed two proposals to remove dead trees in Tesoro Park. Discussion ensued.

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board approved Yellowstone's proposal, contingent on including the removal of two pine trees in Tesoro Park with a Not to Exceed amount of \$4,798.00, for Madeira Community Development District.

The Board moved to agenda item 4D

## EIGHTH ORDER OF BUSINESS

## STAFF REPORTS.

### D. District Manager

#### 1.) Charles Aquatics Service Report

Ms. Gallagher reviewed the report and noted that all 12 ponds were indicated to be in good condition on the pond report and presented a proposal from Florida Air (Exhibit C).

On a motion by Mr. Maier, seconded by Mr. Moore, with all in favor, the Board approved the Florida Air Proposal (Exhibit C), in the amount of \$1,424.00 to replace the wall cassette on the mini split in the guard house, for Madeira Community Development District.

Ms. Gallagher also reviewed that there are sections of pond liners in ponds 2 and 3 along CDD property that have become exposed.

On a motion by Mr. Maier, seconded by Mr. Moore, with all in favor, the Board approved a not to exceed amount of \$8,000.00 to have JUM repair the exposed liners and remove the vegetation around the storm structure on Pintoresco adjacent to lot 300, for Madeira Community Development District.

Ms. Gallagher provided an update that Envera had held the gates open during Hurricane Ian and that following the storm there were reports of the gates remaining open. It was discovered that emergency services had come through the gates using a knox switch and they needed to return and reset it, which they did.

Ms. Gallagher also updated the Board that Smith Electric is working on lighting repairs at the gate house and pole #5.

**NINTH ORDER OF BUSINESS**

**DISCUSSION REGARDING WILDLIFE SIGNS**

This item was tabled until further notice.

**TENTH ORDER OF BUSINESS**

**CONSIDERATION OF PROPOSAL FOR TESORO PARK BENCH AND PAVER WORK**

On a motion by Mr. Maier, seconded by Mr. Lanius, with all in favor, the Board approved the proposal from JDM Custom Painting, in the amount of \$3,650.00, for Madeira Community Development District.

It was also discussed that bench painting should be budgeted for every 3 to 4 years going forward.

**ELEVENTH ORDER OF BUSINESS**

**RATIFICATION OF FY 2022-2023 DISTRICT INSURANCE POLICY RENEWAL**

On a motion by Mr. Moore, seconded by Mr. Maier, with all in favor, the Board ratified the fiscal year 2022/2023 district insurance policy renewal, in the amount of \$10,172.00, for Madeira Community Development District.

**TWELFTH ORDER OF BUSINESS**

**AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

**SUPERVISORS**

It was requested that a running total be provided of the items that were not regular monthly recurring expenses as part of the Manager's report going forward.

**AUDIENCE COMMENTS**

Audience comments included tree trimming over sidewalks on Salida Way, Roadway analysis report, street sweepers, gate issues, lighting issues and alligator removal.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Moore, seconded by Mr. Maier, with all in favor, the Board adjourned the meeting at 3:00 p.m., for Madeira Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# Exhibit A





Rizzetta & Company

# **Madeira Community Development District**

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

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**Amended Budget  
for Fiscal Year 2021-2022**

**Presented by: Rizzetta & Company, Inc.**

**2806 N. Fifth Street  
Suite 403  
St. Augustine, Florida 32084  
Phone: 904-436-6270**

[rizzetta.com](http://rizzetta.com)



**Amended Budget  
Madeira Community Development District  
General Fund  
Fiscal Year 2021/2022**

Chart of Accounts Classification	Adopted Budget Fiscal Year 2021- 2022	Change	Amended Budget Fiscal Year 2021- 2022
<b>REVENUES</b>			
Special Assessments			
Tax Roll*	\$ 102,767		\$ 102,767
Off Roll*	\$ 239,907		\$ 239,907
Developer Contributions - Special Projects		\$ 216,101	\$ 216,101
<b>TOTAL REVENUES</b>	<b>\$ 342,674</b>	<b>\$ 216,101</b>	<b>\$ 558,775</b>
Balance Forward from Prior Year	\$ -	\$ -	\$ -
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 342,674</b>	<b>\$ 216,101</b>	<b>\$ 558,775</b>
<b>EXPENDITURES - ADMINISTRATIVE</b>			
Legislative			
Supervisor Fees	\$ 4,000		\$ 4,000
Financial & Administrative			
Administrative Services	\$ 4,964		\$ 4,964
District Management	\$ 21,861		\$ 21,861
District Engineer	\$ 1,500		\$ 1,500
Disclosure Report	\$ 3,000		\$ 3,000
Trustees Fees	\$ 7,500		\$ 7,500
Assessment Roll	\$ 5,516		\$ 5,516
Financial & Revenue Collections	\$ 5,516		\$ 5,516
Accounting Services	\$ 18,911		\$ 18,911
Auditing Services	\$ 3,975		\$ 3,975
Arbitrage Rebate Calculation	\$ 500		\$ 500
Public Officials Liability Insurance	\$ 2,960		\$ 2,960
Legal Advertising	\$ 2,000		\$ 2,000
Dues, Licenses & Fees	\$ 175		\$ 175
Miscellaneous Fees	\$ 500		\$ 500
Website Hosting, Maintenance, Backup	\$ 3,500		\$ 3,500
Legal Counsel			
District Counsel	\$ 17,500		\$ 17,500
<b>Administrative Subtotal</b>	<b>\$ 103,878</b>	<b>\$ -</b>	<b>\$ 103,878</b>
<b>EXPENDITURES - FIELD OPERATIONS</b>			

**Amended Budget  
Madeira Community Development District  
General Fund  
Fiscal Year 2021/2022**

<b>Chart of Accounts Classification</b>	<b>Adopted Budget Fiscal Year 2021- 2022</b>	<b>Change</b>	<b>Amended Budget Fiscal Year 2021- 2022</b>
Security Operations			
Guard & Gate Security Cameras/Access Monitoring	\$ 32,964		\$ 32,964
Guard & Gate Facility Maintenance & Repairs	\$ 5,000		\$ 5,000
Electric Utility Services			
Utility Services	\$ 3,500		\$ 3,500
Street Lights	\$ 25,000		\$ 25,000
Water-Sewer Combination Services			
Utility Services	\$ 2,500		\$ 2,500
Stormwater Control			
Aquatic Maintenance	\$ 11,856		\$ 11,856
Other Physical Environment			
General Liability & Property Insurance	\$ 6,603		\$ 6,603
Landscape & Irrigation Maintenance Contract	\$ 82,600		\$ 82,600
Landscape Replacement Plants, Shrubs, Trees	\$ 15,000		\$ 15,000
Miscellaneous Expense	\$ 7,500		\$ 7,500
Road & Street Facilities			
Street, Decorative Light Maintenance	\$ 8,000		\$ 8,000
Entry & Walls Maintenance	\$ 6,000		\$ 6,000
Parks & Recreation			
Arbor & Fence Maintenance & Repairs	\$ 1,000		\$ 1,000
Contingency			
Miscellaneous Contingency	\$ 31,273	\$ 216,101	\$ 247,374
<b>Field Operations Subtotal</b>	<b>\$ 238,796</b>		<b>\$ 454,897</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 342,674</b>	<b>\$ 216,101</b>	<b>\$ 558,775</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>		

**Amended Budget  
Madeira Community Development District  
Reserve Fund  
Fiscal Year 2021-2022**

Chart of Accounts Classification	Budget for 2021/2022
<b>REVENUES</b>	
Special Assessments	
Tax Roll*	\$ 7,164
Off Roll*	\$ 16,715
<b>TOTAL REVENUES</b>	<b>\$ 23,879</b>
Balance Forward from Prior Year	\$ -
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 23,879</b>
*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.	
<b>EXPENDITURES</b>	
Contingency	
Capital Reserves	\$ 23,879
<b>TOTAL EXPENDITURES</b>	<b>\$ 23,879</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>

**Madeira Community Development District  
Debt Service  
Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2007A	Series 2007B	Budget for 2021/2022
<b>REVENUES</b>			
Special Assessments			
Net Special Assessments <sup>(1)</sup>	\$357,286.29	\$0.00	\$357,286.29
<b>TOTAL REVENUES</b>	<b>\$357,286.29</b>	<b>\$0.00</b>	<b>\$357,286.29</b>
<b>EXPENDITURES</b>			
<b>Administrative</b>			
Financial & Administrative			
Debt Service Obligation	\$357,286.29	\$0.00	\$357,286.29
<b>Administrative Subtotal</b>	<b>\$357,286.29</b>	<b>\$0.00</b>	<b>\$357,286.29</b>
<b>TOTAL EXPENDITURES</b>	<b>\$357,286.29</b>	<b>\$0.00</b>	<b>\$357,286.29</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

6.0%

**Gross assessments**

**\$380,091.80**

**Notes:**

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments See Assessment Table.

<sup>(1)</sup> Amounts reduced to reflect acceleration of certain assessments.

# **Exhibit B**

Exhibit B



Proposal #258008

Date: 10/25/2022

From: Andrew Baltz

Proposal For

Location

Madeira CDD

c/o Rizzetta & Company, Inc.  
2806 N 5th St  
Suite 403  
St. Augustine, FL 32084

main:  
mobile:

Maralinda Dr & US 1  
St. Augustine, FL 32095

Property Name: Madeira CDD

Pergola/Bench Landscape Bed Renovation

Terms: Net 30

Landscape renovation of planting beds at the Pergola seating area along Maralinda Drive.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor for removal, prep and installation	40.00	\$70.00	\$2,800.00
Arboricola Trinnette	18.00	\$22.00	\$396.00
St. Augustine Floratam Sod	1.00	\$585.00	\$585.00
Irrigation Labor	2.00	\$75.00	\$150.00
Miscellaneous pipe and fittings	1.00	\$140.00	\$140.00
Brown Hardwood Mulch	5.00	\$59.00	\$295.00

Client Notes

SUBTOTAL \$4,366.00

Signature

SALES TAX \$0.00

x

TOTAL \$4,366.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

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

# Exhibit C





## FLORIDA AIR SERVICE & ENGINEERING

150 HILDEN RD #308  
PONTE VEDRA, FL 32081  
PHONE (904) 823-9696  
FAX (904) 823-9995  
EMAIL fae@engineer.com

Date: 10/20/2022

To: Lesley Gallagher (38 Maralinda Dr)

Re: Florida Air Services

Proposal: Remove existing Carrier wall mount Cassette. Install new Carrier wall mount Cassette due to manufacture part no longer available.

Labor plus Refrigerant \$1,424.00

Warranty: 1 Year Labor & 1 year Manufacture parts warranty.

All work to be in compliance with the 2020 Florida Building Code & Energy Efficiency Code.  
All equipment installed, remains the property of Florida Air Service & Engineering until paid in full.  
All labor to be performed in a neat and workmanlike manner by skilled trained mechanics.  
All Engineering work done by State of Florida registered, certified, and/or trained engineers.


Items to be done by others:

All Electrical

Terms:

Total due upon Completion

Accepted by: \_\_\_\_\_

  
C. H. AIKMAN

Date: 10/26/22



## **Tab 4**

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

madeiracdd.org

## **Operation and Maintenance Expenditures**

**July 2022**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$56,139.24**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	2011	45536	Picked up about 100 dead fish 06/22	\$ 300.00
Charles Aquatics, Inc.	2015	45637	Aquatic Maintenance 07/22	\$ 811.00
City of St. Augustine	2017	37545	21 Portada Dr Irrigation 06/22	\$ 1.75
City of St. Augustine	2017	37572-00 06/22	12 Pescado Dr Irrigation 06/22	\$ 61.01
Doody Daddy, LLC	2016	2207-M	Dog Waste Station Service 07/22	\$ 447.00
Hidden Eyes, LLC / Envera	2018	716966	Gate Access &Alarm Monitoring 08/22	\$ 2,030.00
Krishna Hotel LLC dba Holiday Inn Express	2019	71522	Meeting Room Rental 08/24/22	\$ 100.00
Oldcastle Coastal	2012	Q-29700-2	Developer pd. CDD per agreement - Purchasing Order 06/22	\$ 28,913.72
Rizzetta & Company, Inc.	2014	INV0000069332	District Management 07/22	\$ 4,370.09

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Waterout of Northeast Florida, Inc.	2013	06-0524-917	Landscape Lighting Project 06/22	\$ 14,775.00
Yellowstone Landscape	2020	STAUG 390911	Monthly Landscape Maintenance 07/22	<u>\$ 4,329.67</u>
Report Total				<u><u>\$ 56,139.24</u></u>

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

madeiracdd.org

## **Operation and Maintenance Expenditures**

**August 2022**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$32,352.32**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	100002	45868	Aquatic Management 08/22	\$ 811.00
City of St. Augustine	100011	37575 08.22	Water Services 08/22 21 Portada	\$ 1.75
City of St. Augustine	100011	37572 08.22	Water Services 08/22 12 Pescado	\$ 424.67
COMCAST	ACH	8495 74 310 1318970 08/22	Internet Services 08/22	\$ 113.15
Doody Daddy, LLC	100003	2208-M	Pet Waste Station Service 08/22	\$ 447.00
Florida Power & Light Company	ACH	17027-26132 07/22	FPL 17027-26132 07/22	\$ 30.58
Florida Power & Light Company	ACH	8/22 FPL Summary	FPL Electric Services 08/22	\$ 1,629.44
Rizzetta & Company, Inc.	100001	INV0000070281	Mass Mailing 08/22	\$ 452.47
Rizzetta & Company, Inc.	100000	INV0000070151	District Management 08/22	\$ 4,370.09
Smith Electrical, Inc.	100005	19810	Light Fixture Repair 08/22	\$ 499.91
The Gate Store, Inc.	100013	20140	Gate Repairs 08/22	\$ 34.09
The Gate Store, Inc.	100006	20061	Gate Repairs 07/22	\$ 208.50

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Gate Store, Inc.	100006	20203	Gate Repairs 08/22	\$ 225.00
The Gate Store, Inc.	100006	20170	PM Service	\$ 240.00
Thomas Lee Barton	100007	TB052522	BOS Supervisor Pay 05/25/22	\$ 200.00
Waterout of Northeast Florida, Inc	100008	06-0524-917	Landscape Lighting Project 06/22	\$ 14,775.00
Yellowstone Landscape	100009	STAUG416699	Mulch Installation	\$ 900.00
Yellowstone Landscape	100014	STAUG416698	Plant Installation 08/22	\$ 2,660.00
Yellowstone Landscape	100009	STAUG 405995	Landscape Maintenance 08/22	\$ 4,329.67
<b>Report Total</b>				<b><u>\$ 32,352.32</u></b>

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

madeiracdd.org

## **Operation and Maintenance Expenditures**

**September 2022**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$37,166.94**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary



# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	100024	46101	Aquatic Management 09/22	\$ 811.00
City of St. Augustine	100025	37545 9/22	Water Services 09/22 - 21 Portada	\$ 1.75
City of St. Augustine	100025	37572 09.22	Water Services 08/22 - 12 Pescado	\$ 27.70
COMCAST	ACH	8495 74 310 1318970 08/22 B	Internet Services 09/22	\$ 113.15
Dominion Engineering Group, Inc	100022	2022-5383	Engineering Services 06/22	\$ 1,650.00
Dominion Engineering Group, Inc	100022	2022-5330	Engineering Services 05/22	\$ 2,750.00
Doody Daddy, LLC	100016	2209-M	Pet Waste Station Service 09/22	\$ 447.00
Egis Insurance Advisors, LLC	100017	16564	Gen Liab/Prop/B&M Insurance 10/01/22-10/01/23	\$ 10,172.00
Florida Power & Light Company	ACH	17027-26132 08/22 Autopay	Electric Services 08/22	\$ 34.15
Florida Power & Light Company		9/22 FPL Summary	Electric Services 09/22	\$ 1,742.84
Hidden Eyes, LLC / Envera	100023	717845	Gate Access & Monitoring 7/22-8/22	\$ 32.00
Hidden Eyes, LLC / Envera	100026	718624	Gate Access & Monitoring 08/22	\$ 56.00

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hidden Eyes, LLC / Envera	100023	717984	Gate Access & Monitoring 09/22	\$ 2,046.00
Hidden Eyes, LLC / Envera	100023	719055	Gate Access & Monitoring 10/22	\$ 2,074.00
Kutak Rock, LLP	100015	3083124-381	Legal Services 06/22	\$ 1,107.59
Odom's Beaches Tree Service, Inc.	100018	805220	Removal Of Dead Oak Tree & Half of Oak Tree 08/22	\$ 2,850.00
Rizzetta & Company, Inc.	100010	INV0000070807	District Management 09/22	\$ 4,370.09
The Gate Store, Inc.	100019	20413	Gate Repairs 09/22	\$ 855.00
The Ledger / News Chief/ CA Florida	100020	4771487	Legal Advertising 07/22	\$ 1,497.00
Thomas Lee Barton	100021	TB082422	BOS 08/04/22	\$ 200.00
Yellowstone Landscape	100027	STAUG 419525	Landscape Maintenance 09/22	<u>\$ 4,329.67</u>
<b>Report Total</b>				<u><b>\$ 37,166.94</b></u>

# 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**

**October 2022**

### **Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,442.28**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
City of St. Augustine	100034	37545 5/11	Water Services 10/22 - 21 Portada	\$ 1.82
COMCAST	ACH	8495 74 310 1318970 09/22	Internet Services 09/22	\$ 113.15
Doody Daddy, LLC	100035	2210-M	Pet Waste Station Service 10/22	\$ 447.00
Florida Department of Economic Opportunity	100036	86946	Special District Fee FY 22/23	\$ 175.00
Florida Power & Light Company	ACH	17027-26132 09/22 Autopay	Electric Services 09/22	\$ 35.48
Florida Power & Light Company	ACH	Monthly Summary 09/22 - 381	Electric Services 09/22	\$ 1,732.75
Hidden Eyes, LLC	100028	719847	Gate Acess & Monitoring 09/22	\$ 24.00
Hidden Eyes, LLC	100037	720196	Gate Access & Monitoring 10/22	\$ 2,086.00
Holiday Inn Express & Suites	100031	Maderia CDD Meeting Room	Maderia CDD Meeting Room Fee 10/22	\$ 100.00
Innersync Studio, Ltd	100038	20724	Website & Compliance Services 10/22	\$ 1,537.50
Kutak Rock, LLP	100039	3026883	Legal Services 03/22	\$ 1,195.87
Kutak Rock, LLP	100039	3105970	Legal Services 07/22	\$ 1,551.50

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100039	3112194	Legal Services 08/22	\$ 2,262.97
Rizzetta & Company, Inc.	100032	INV0000071971	District Management 10/22	\$ 4,541.83
Rizzetta & Company, Inc.	100033	INV0000071908	Assessment Roll Annual	\$ 5,737.00
Smith Electrical, Inc.	100040	20251	Replace 4 Pole 120V Coil Contact & Photocell 10/22	\$ 452.42
The Gate Store, Inc.	100029	20499	PM Services 09/22	\$ 240.00
The Ledger / News Chief/ CA Florida	100030	Ref# 103406777-03232022	Legal Advertising 03/22	\$ 103.22
The Ledger / News Chief/ CA Florida	100030	Ref# 103414078-05112022	Legal Advertising 06/22	<u>\$ 104.77</u>
<b>Report Total</b>				<u><b>\$ 22,442.28</b></u>

# 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**

**November 2022**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$37,086.05**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	100041	46353	Aquatic Management 10/22	\$ 811.00
Charles Aquatics, Inc.	100053	46591	Aquatic Management 11/22	\$ 811.00
Charles Aquatics, Inc.	100053	46706	Install Fish Barriers 11/22	\$ 3,475.80
COMCAST	ACH	8495 74 310 1318970 10.22	Internet Services 10/22	\$ 113.15
Doody Daddy, LLC	100045	2211-M	Pet Waste Station Service 11/22	\$ 447.00
FEMO Mosquito Nix Jacksonville, LLC	100046	28284	Holiday Light Install 11/22	\$ 2,156.00
Florida Air Service & Engineering	100042	305286	HVAC Repair 10/22	\$ 203.00
Florida Power & Light Company	ACH	17027-26132 10/22 Autopay	Electric Services 10/22	\$ 33.79
Florida Power & Light Company	ACH	Monthly Summary 11/22 381	Electric Services 11/22	\$ 1,804.14
Hidden Eyes / Envera	100047	720851	Gate Access & Monitoring Services 10/22	\$ 24.00
Hidden Eyes / Envera	100052	721848	Gate Access & Monitoring Services 11/22	\$ 40.00
Hidden Eyes / Envera	100049	721217	Gate Access & Monitoring Services 12/22	\$ 2,098.00

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100048	3126883	Legal Services 09/22	\$ 1,451.50
Kutak Rock, LLP	100050	3083124	Legal Services 07/22	\$ 2,303.46
Rizzetta & Company, Inc.	100043	INV0000072596	District Management 11/22	\$ 4,541.83
Smith Electrical, Inc.	100051	20385	Replace 4 LED Lamps 11/22	\$ 293.92
Yellowstone Landscape	100044	STAUG 446240	Fall Annual Installation 10/22	\$ 811.80
Yellowstone Landscape	100044	STAUG 432644	Landscape Maintenance 10/22	\$ 7,833.33
Yellowstone Landscape	100054	STAUG 448016	Landscape Maintenance 11/22	<u>\$ 7,833.33</u>
<b>Report Total</b>				<u><b>\$ 37,086.05</b></u>



# MADEIRA COMMUNITY DEVELOPMENT DISTRICT

---

District Office - St. Augustine, Florida - (904)-436-6270

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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

## **Operation and Maintenance Expenditures**

**December 2022**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,682.36**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

# Madeira Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	100056	46818	Aquatic Management 12/22	\$ 811.00
COMCAST	ACH	8495 74 310 1318970 11/22	Internet Services 11/22	\$ 113.15
Doody Daddy, LLC	100057	2212-M	Pet Waste Station Service 12/22	\$ 447.00
Florida Power & Light Company	ACH	17027-26132 11/22	Electric Services 11/22	\$ 32.65
Florida Power & Light Company	ACH	Monthly Summary 12/22 Autopay	Electric Services 12/22	\$ 1,849.57
Hidden Eyes, LLC	100058	722224	Gate Access & Monitoring Service 12/22	\$ 2,118.00
Kutak Rock, LLP	100059	3141696	Legal Services 10/22	\$ 1,300.66
Monique Mathieu	100060	1205226500	Guardhouse Cleaning 12/22	\$ 65.00
Rizzetta & Company, Inc.	100055	INV0000073242	District Management 12/22	\$ 4,541.83
Smith Electrical, Inc.	100062	20592	Check GI & Set Timer 12/22	\$ 187.50
Smith Electrical, Inc.	100061	20594	Replace 175W LED Lamps at Guard House 12/22	\$ 486.92
The Gate Store, Inc.	100063	20985	PM Service 11/22	\$ 240.00

## Madeira Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Yellowstone Landscape	100064	STAUG461085	Irrigation Repairs 11/22	\$ 655.75
Yellowstone Landscape	100064	STAUG462168	Landscape Maintenance 12/22	<u>\$ 7,833.33</u>
<b>Report Total</b>				<u><b>\$ 20,682.36</b></u>

## **Tab 5**




**EXHIBIT B**  
**GENERAL TERMS & CONDITIONS**

Revised: 06/14/2022

- a) **Scope of Work.** The Scope of Work details the services MDG is agreeing to provide along with the associated costs for these services and assumes normal engineering and design services along with up to up to two submittals. Additional submittals, work performed outside the scope of services detailed in this proposal, or changes due to requests or revisions from the Client or any government agency will require a signed Change Order that defines the additional scope and billing terms PRIOR to the out-of-scope work commencing. Costs will be based on the current schedule of fees/rates or renegotiation of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees proposed in this Agreement exclude costs for the following fees and work types, but are not limited to: all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, other subconsultant fees, and reimbursable items as outlined in Exhibit B, General Terms & Conditions.
- b) **Estimates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90 day period, lump sum amounts will be revised, and time and material billing rates will be changed to reflect MDG's standard hourly rates in effect at the time the contract is signed and executed. Current billing rates are listed in bullet 'g' below. All billing rates are subject to change according to our annual billing rate increases. For lump sum contracts lasting more than a year, MDG reserves the right to adjust the lump sum contract amounts in accordance with the annual bill rate increase. Prior to any such rate changes, MDG will provide the Client with a 30-day notification of any rate changes.
- c) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by MDG's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of MDG.
- d) **Compensation & Payments.** The Client agrees to pay MDG the compensation for its services as described under Exhibit A (Scope of Services) of this Agreement, with hourly rates computed based upon the established billing rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. **DELAYS IN MAKING PAYMENTS WILL CAUSE DEFINITE DELAYS IN PROJECTS BEING COMPLETED.**
- **PAYMENTS NOT RECEIVED WITHIN 30 DAYS OF THE INVOICE DATE ARE CONSIDERED DELINQUENT AND ALL SUBMITTALS WILL BE PUT ON HOLD FOR THE CLIENT'S PROJECTS UNTIL FULL PAYMENT IS RECEIVED.**
  - **Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date. All work will cease until full payment is received, and the project will be delayed with new milestone dates being reassigned once payment in full is received.**
  - **Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property.**
  - **Invoice balances aged over 90 days will incur a reinstatement fee of 15% of the total outstanding invoice balance. This reinstatement fee must be paid in full in addition to the full outstanding invoice balance in order for MDG to resume work on the project.**

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

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LEADS	
Principal	\$360.00
Division Lead	\$240.00 - \$300.00
Program Manager	\$240.00 - \$275.00
SENIOR PROFESSIONAL	
Senior Professional Engineer	\$200.00 - \$255.00
Senior Planner	\$195.00 - \$225.00
Senior Landscape Architect	\$180.00 - \$240.00
Senior Construction Inspector	\$155.00 - \$200.00
PROFESSIONAL	
Professional Engineer	\$180.00 - \$215.00
Project Engineer	\$140.00 - \$180.00
Planner	\$150.00 - \$190.00
Landscape Architect	\$140.00 - \$180.00
Construction Inspector	\$115.00 - \$150.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$155.00 - \$200.00
CAD Designer and Engineering Tech	\$115.00 - \$150.00
SUPPORT STAFF	
Controller	\$150.00 - \$200.00
Senior Graphic Designer	\$140.00 - \$180.00
Graphic Designer	\$100.00 - \$140.00
Project Administrator and Project Coordinator	\$85.00 - \$110.00





h) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:

- Mileage will be billed per current IRS rates.
- Production costs will be billed at the following rates:
  - Paper copies:
    - 8½"x11" B&W - \$0.27 each
    - 8½"x11" Color - \$0.50 each
    - 11"x17" B&W - \$0.55 each
    - 11"x17" Color - \$0.88 each
  - Plots 24" x 36":
    - Black line plots - \$2.20 each
    - Color plots - \$55.00 each
    - Mylar - \$44.00 each
  - Binding: \$5.50 per book
  - Foam Board Mounted Color Plots: \$71.50 each
  - CD containing project data (i.e. CAD files, photographs, documents, etc.): \$13.20/each

The following will be billed at cost plus 15%:

- Travel and hotel expenses
- Shipping and delivery, including UPS shipping and courier services

- i) **Compliance.** All work will be performed in accordance with appropriate city, county, and state or other governmental regulations.
- j) **Transfer or Termination.** The Client or MDG may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate MDG for services rendered and costs incurred, in accordance with MDG's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) **Retainer.** If a retainer is required, **it will be kept for the duration of the Project and applied to the final invoice.** Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, MDG will refund the full retainer amount.
- l) **Supplemental Owner's responsibilities - Surveying Services.**  
If an owner / client elects to contract directly with the surveyor, it must be understood surveys directly affect the accuracy and quality of the engineering design. Therefore, Owners / Clients that choose to contract directly with the surveyor are responsible for the following:
- Obtaining a detailed survey scope from MDG to provide to the surveyor that describes in detail what MDG requires of the surveyor in order to correctly complete the engineering services for the project.
  - Providing MDG with the surveyor's service agreement to review and approve prior to engagement of the surveyor to ensure the surveyor's service agreement includes the items outlined in the survey scope provided by MDG.
- 

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- 
- Agreeing work from MDG will not commence until a complete survey is provided to MDG.
  - Providing MDG the signed and sealed copies of the survey documents prior to the production of final construction plans.
  - Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey, thus requiring the owner/client to contract with the surveyor for additional required services
  - Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables.
  - **Alternatively;** Agreeing if MDG is supplied with previously surveyed information, additional or updated survey information prior to commencement of engineering services may be required. The owner/client takes responsibility and liability for the supplied survey being a correct representation of the current existing conditions of the project site.
- m) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- n) **Terms Acceptance.** Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (MDG) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by MDG.

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



## **Tab 6**



## **Landscape Report – Madeira CDD February 2023**

### **General Maintenance**

- We are currently operating under the winter schedule, bi-weekly visits.
- In March we will transition to weekly service visits with turf growth starting to accelerate.
- We are monitoring the turf for fungus/disease activity as we continue experiencing cooler nighttime temperatures with daytime temperatures heating up.
- We are nearing completion of winter cutbacks on both cold damaged plant material and grasses.

### **Fert/Chem**

- Our Fert/Chem Supt has made applications of non-selective herbicide, granular fertilizer (20-0-10 w/micro-nutrients), pre-emergent herbicide on the turf, and will continue monitoring the turf for disease activity.
- We also have made insecticide applications to control caterpillars on Oleander.
- We will be making a shrub fertilizer application during March.

### **Special Projects**

- Our Irrigation Supt is continuing the monthly inspections, there are no issues to report currently.
- We have the Spring Annual flower rotation scheduled for mid-March.
- Additionally, we have utilized time in January/February when mowing wasn't needed to address invasive growth encroaching from common natural areas. We will continue to monitor going forward.
- The second phase of the Pergola/Bench Landscape project will be scheduled for completion in late March.
- Proposals have been submitted for the pruning of the Medjool Palms, these were not pruned in 2022 and have hanging fronds on many of the Palm trees, and the renovation of the circular planting bed at Pintoresco and Pescado Drive. These are both pending approval.

Thanks,

**Drew Baltz / Senior Account Manager**

*Best Management Practices Certified*

Yellowstone Landscape

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

Ph: 386.437.6211 ext. 167 | Cell: 904.487.7690 | [www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

## **Tab 7**



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** February 09, 2023

**Aquatic Technician:** Shayne Wilford

**Client:** Madeira

**Waterways:** Twelve ponds

**Pond 1:** Pond was in good condition. Water level and clarity were normal. No trash or algae noticed.



**Pond 2:** Pond was in good condition. Water level and clarity were good. No algae or trash noticed.



**Pond 3:** Pond was in good condition. Water level and clarity were normal. No algae or trash noticed. Checked outflow structure.



**Pond 4:** Pond was in good condition. Water level and clarity were normal. No algae or trash noticed.



**Pond 5:** Pond was in good condition. No algae or trash noticed. Water level and clarity were normal. Updated barrier to meet FWC inspector recommendations.





**Pond 6:** Pond was in good condition. Water level and clarity were normal. No algae or trash noticed.



**Pond 7:** Pond was in good condition. Water level and clarity were normal. No algae or invasive vegetation noticed. Picked up trash.



**Pond 8:** Pond was in good condition. Water level and clarity were good. Picked up a lot of dead Tilapia from the pond. Checked outflow structure.



**Pond 9:** Pond was in good condition. Water level and clarity were good. No algae or invasive vegetation noted.



**Pond 10:** Pond was in good condition. Water level and clarity were good. No invasive vegetation noticed.



**Pond 11:** Pond was in good condition. Water level and clarity were normal. No trash noticed. Checked outflow structure.





**Pond 12:** Pond was in good condition. Water level and clarity were good. Checked the outflow structure.



## Tab 8



Proposal #278298

Date: 01/24/2023

From: Kyle Kubik

## Proposal For

### Madeira CDD

c/o Rizzetta & Company, Inc.  
2806 N 5th St  
Suite 403  
St. Augustine, FL 32084

main:  
mobile:

## Location

Maralinda Dr & US 1  
St. Augustine, FL 32095

Property Name: Madeira CDD

Specialty Palm Tree Trimming Services

Terms: Net 30

DESCRIPTION	AMOUNT
Medjool Palm Tree Trimming	\$2,100.00

Trimming of Twenty-Eight (28) Specialty Medjool Palm Trees, Located at Entrance & New Phase of Community. Remove Dead Palm Fronds and Seed Pods Only, and No Removal of Boots Included. Palms to be Trimmed at 10 and 2, Per Current Industry & ANSI Z300 Standards. Dispose of All Debris.

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## Client Notes

Trimming of Twenty-Eight (28) Specialty Medjool Palm Trees as Listed Above, Located at Entrance & New Phase. Collect and Dispose of All Resulting Debris Off Site Upon Completion of Trimming Services. Tree Work to be Executed in a Timely Manner, and Per Current Industry & ANSI Z300 Standard Practices. All Labor, Equipment, and Disposal Fees are Included.

**Medjool Palm Trimming**



Medjool Palm Trimming





Signature

x

SUBTOTAL	\$2,100.00
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SALES TAX	\$0.00
-----------	--------

TOTAL	\$2,100.00
-------	------------

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

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

Contact

Print Name: \_\_\_\_\_

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

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

Assigned To

Kyle Kubik

Office:

kkubik@yellowstonelandscape.com



Proposal #286444

Date: 02/20/2023

From: Andrew Baltz

Proposal For

Madeira CDD

c/o Rizzetta & Company, Inc.  
2806 N 5th St  
Suite 403  
St. Augustine, FL 32084

main:  
mobile:

Location

Maralinda Dr & US 1  
St. Augustine, FL 32095

Property Name: Madeira CDD

Spring Annual Installation 2023

Terms: Net 30

Installation and maintenance of Seasonal Annuals.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Seasonal Annual Installation	756.00	\$2.05	\$1,549.80

Client Notes

Signature

x

SUBTOTAL \$1,549.80

SALES TAX \$0.00

TOTAL \$1,549.80

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

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

Contact

Print Name: \_\_\_\_\_

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

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

Assigned To

Andrew Baltz

Office:  
abaltz@yellowstonelandscape.com





Proposal #286428

Date: 02/20/2023

From: Andrew Baltz

## Proposal For

### Madeira CDD

c/o Rizzetta & Company, Inc.  
2806 N 5th St  
Suite 403  
St. Augustine, FL 32084

main:  
mobile:

## Location

Maralinda Dr & US 1  
St. Augustine, FL 32095

Property Name: Madeira CDD

Circular Planting Bed Renovation - Pintoresco and Pescado Drive

Terms: Net 30

Renovation of planting bed removing a portion of the native grasses and adding color.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor for removal, prep and installation	30.00	\$70.00	\$2,100.00
Dwarf Oleander	120.00	\$18.00	\$2,160.00

## Client Notes

Yellowstone will provide the labor for this project at no cost to the CDD.

Signature

x

SUBTOTAL \$2,160.00

SALES TAX \$0.00

TOTAL \$2,160.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

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



Contact

Print Name: \_\_\_\_\_

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

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

Assigned To

Andrew Baltz  
Office:  
abaltz@yellowstonelandscape.com

## Tab 9



# UNIVERSAL ENGINEERING SCIENCES

## **REPORT OF A GEOTECHNICAL EXPLORATION AND PAVEMENT EVALUATION**

**Madeira CDD  
St. Augustine, Florida**

**January 17, 2023**

**PROJECT NO. 0930.2200201.0000  
REPORT NO. 1974566**

Prepared For:

**Madeira CDD**  
3434 Colwell Avenue - Suite 200  
Tampa, Florida 33614

Prepared By:

**UNIVERSAL ENGINEERING SCIENCES**  
5561 Florida Mining Boulevard South  
Jacksonville, Florida 32257-3648  
(904) 296-0757

January 17, 2023

Madeira CDD  
3434 Colwell Avenue - Suite 200  
Tampa, Florida 33614

Attention: Mr. William Lanius

Reference: **REPORT OF A GEOTECHNICAL EXPLORATION AND PAVEMENT  
EVALUATION**  
Madeira CDD  
St. Augustine, Florida  
UES Project No. 0930.2200201.0000 and Report No. 1974566

Dear Mr. Lanius:

Universal Engineering Sciences, Inc. (UES) has completed a pavement evaluation and subsurface exploration at the existing subdivision located in St. Johns County, Florida. Our exploration was authorized by you, as outlined in our proposal No. 1942452 dated March 21, 2022. This evaluation is limited to the areas of concern identified during our initial site visit.

The following report presents the field data, results of our field exploration, photographic documentation, and recommendations.

We appreciate the opportunity of working with you on this project and look forward to a continued association. Please do not hesitate to contact us if you have any questions or need any additional information.

We trust this report meets your needs and addresses the geotechnical issues associated with the proposed construction. We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,  
**UNIVERSAL ENGINEERING SCIENCES, INC.**

Stephen R. Weaver, P.E.  
Geotechnical Services Manager  
FL P.E. Number 37389

Jacob Fuller  
Geotechnical Project Manager

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## **1.0 INTRODUCTION**

Universal Engineering Sciences, Inc. (UES) has performed a pavement evaluation and subsurface exploration for the specified roadways within the Madeira subdivision in St. Johns County, Florida. The exploration was conducted as outlined in our Proposal No. 1942452.

## **2.0 SCOPE OF SERVICES**

### **2.1 PROJECT DESCRIPTION**

Project information was provided to us in recent correspondence with you. We were provided with a plan set for Phase 1 of the subdivision prepared by Hill, Boring, Dunn, and Associates, dated July, 2004. These plans show the boundary limits for the right of way, the existing roadways, design pavement section, and the subdivision layout.

### **2.2 PURPOSE**

The purposes of this exploration were:

- To perform visual observations as well as subsurface evaluation to evaluate existing pavement conditions, longevity, and remedial recommendations, as necessary.;
- To provide long term repair and maintenance alternates.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, if you desire.

### **2.3 FIELD EXPLORATION**

A field exploration was performed on September 15, 2022. The approximate core/boring locations are shown on the attached Boring Location Plan in Appendix A. The approximate boring locations were determined in the field by our personnel based on the conditions of the roadway and approximate requested spacing, and should be considered accurate only to the degree implied by the method of measurement used. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

#### **2.3.1 Pavement Cores**

A total of twelve (12) pavement cores were performed within the distressed areas of the roadways. Pavement cores were performed with a 3½-inch diameter, diamond bit core barrel attached to a rotary drill. Pavement cores were measured for asphalt thickness on-site and transported to our laboratory for further analysis to assist in roadway recommendations.



### **2.3.2 Auger Borings**

To determine the subsurface conditions within the roadway areas, we located and drilled twelve (12) auger borings to depths of 3 feet below the existing ground surface in general accordance with the methodology outlined in ASTM D 1452. A summary of this field procedure is included in Appendix A. Representative soil samples recovered from the auger borings were returned to our laboratory for further evaluation. Dynamic Cone Penetrometer (DCP) readings were obtained within the upper approximate 0.7 to 1 foot, within the base material, in accordance with the procedures of ASTM D 6951 to correlate to CBR and LBR values of the base. We also performed static cone penetrometer soundings within the soils beneath the base material, to depths of approximately 3 feet below the existing ground surface. We recorded static cone penetrometer readings at six inch intervals, in general accordance with the methodology outlined in ASTM D 1452.

### **2.4 LABORATORY TESTING**

Representative soil samples obtained during our field exploration were returned to our office and examined by a geotechnical engineer. The samples were visually classified in general accordance with ASTM D 2488 (Unified Soil Classification System).

Five (5) fines content tests, five (5) moisture content tests, and two (2) organic content tests were conducted in the laboratory on representative soil samples obtained from the borings. These tests were performed to aid in classifying the soils and to help quantify and correlate engineering properties. The results of these tests are presented on the Boring Logs in Appendix A. A brief description of the laboratory procedures used is also provided in Appendix A.

## **3.0 FINDINGS**

### **3.1 SOIL SURVEY**

Based on the Soil Survey data for Clay County, Florida, as prepared by the US Department of Agriculture Soil Conservation Service, the predominant predevelopment soil type at the site is identified as Myakka-Myakka (3), Immokalee (7), and Adamsville Variant (57).

A summary of characteristics of this soil series were obtained from the Soil Survey and are included in Table 1.



TABLE 1					
Soil Type	Constituents		Hydrologic Group	Natural Drainage	Seasonal High Water Table (in)
Myakka-Myakka (3)	0-23" 23-53" 53-80"	Fine sand Sand, fine sand, loamy fine sand Sand, fine sand	B/D	Poorly Drained	0 – 1.0
Immokalee (7)	0-8" 8-40" 40-64" 64-80"	Fine sand Fine sand, sand Fine sand, sand Fine sand, sand	B/D	Poorly Drained	0 – 1.0
Adamsville Variant (57)	0-10" 10-80"	Fine sand Fine sand	C	Somewhat Poorly Drained	2.0 – 3.5

### 3.2 GENERAL ROADWAY CONDITIONS

Findings of the field evaluation are summarized in Table A, at the end of the report. Table A includes the street name, core number, asphalt thickness, limerock base thickness, groundwater depth, general observations (i.e. crack type/depth, surface conditions, etc.), and PASER rating. We also include the “PASER” rating criteria at the end of the report, which is discussed in Section 4.1.1 of this report. Photographs of the core locations are included in Appendix B. The photograph numbers correspond to the core numbers. It is noted that our evaluation is limited to the areas of concern identified during our initial site visit.

**Pavement Condition** - In general, the pavement is still in serviceable condition. Most areas of the pavement throughout the subdivision were determined to be in fair to good condition. However, it is noted that we did not perform a detailed pavement evaluation for the entirety of the subdivision. The areas requested for evaluation were generally in fair to poor condition with PASER ratings ranging from 4 to 6. These areas were generally showing light to moderate raveling, block cracking, rutting, and shoving. We also observed minor potholing and settlement around curbs and stormwater inlets.

**Pavement Age** – It is not known the exact age of the roadway pavement. However, based on provided plans and review of historical aerial images, it appears the pavement was installed in late 2007 to early 2008. Also, it appears that this pavement exhibits cracking and wear typical of an older pavement. Pavements are typically designed for a 20 year service life. Therefore, it is our opinion that the pavement is nearing the end of its service life and that the age of the pavement may be a contributing factor to some of the pavement distress noted at the site.

### 3.3 PAVEMENT CORES AND AUGER BORINGS

Data findings for the pavement cores and auger borings are summarized in Table A at the end of this report. The complete boring logs and boring location plan are included in Appendix A.

**Pavement Section** - Asphalt thickness was found to generally range from 1/2” to 2-1/8”. It is assumed the design pavement thickness was 1-1/2” of asphalt followed by 6” limeorck base and 12” of subgrade stabilized to an LBR value of 40. Cores of thickness greater than 1-3/8 inches





are within a typical tolerable range of the design asphaltic pavement thickness of 1-1/2 inches per the 5 percent tolerance of FDOT specifications. Cores A-2, A-3, A-4, A-5, A-6, A-7, A-9, A-10, A-11, and A-12 had thicknesses of 1/2", 1-1/8", 1", 3/4", 1/2", 1-1/4", 3/4", 1-1/4", 1-1/4", and 5/8", respectively, which are considered outside the tolerable range. Limerock base thicknesses ranged from 5-7/8" to 8-3/4" which are generally within a typical tolerable range of the design limerock thickness of 6".

DCP readings were taken in the base material and were correlated to CBR values based on published literature. The results of the DCP tests are presented in Appendix A and summarized in Table 2 below:

<b>TABLE 2</b>					
<b>Summary of DCP Results</b>					
<b>Test Location</b>	<b>Correlated CBR Ranges</b>	<b>Correlated LBR Ranges</b>	<b>Test Location</b>	<b>Correlated CBR Ranges</b>	<b>Correlated LBR Ranges</b>
A-1	26 to 37	31 to 44	A-7	27 to 62	32 to 74
A-2	41 to 76	49 to 91	A-8	19 to 31	22 to 37
A-3	41 to 76	49 to 91	A-9	48 to 118	57 to 141
A-4	62 to 134	74 to 160	A-10	41 to 59	49 to 70
A-5	62 to 116	74 to 139	A-11	41 to 59	49 to 70
A-6	28 to 57	33 to 68	A-12	39 to 54	47 to 64

Subgrade – The subgrade soils were generally found to be suitable; consisting of mostly loose to medium dense fine sand (SP) and fine sand with silt (SP-SM) throughout the 3-foot boring depths. As an exception, boring A-4 encountered silty fine sand with some wood, roots, and organics at a depth range of 2 to 2.5 feet. Based on representative laboratory testing, it is our opinion that these soils have not significantly contributed to pavement deterioration and are suitable to remain in place. Our scope of services did not include performing LBR tests to determine the suitability of stabilization of the subgrade. Static cone penetrometer testing indicated the subgrade soils to be generally well compacted. The subgrade soils encountered by the borings are suitable for roadway construction based on composition with the exception of boring location A-4.

Groundwater Levels - Groundwater was encountered at 2.5 to greater than 3 feet below the top of asphalt. Groundwater will tend to rise based on rainfall, sprinkler usage, and whether under drains (if present) are working properly. Typically, the groundwater in this area might seasonally fluctuate 2 to 3 feet. Typically, it is recommended that a separation of 2 feet be maintained between the seasonal high groundwater level and the bottom of a limerock base. We generally estimate the seasonal high groundwater levels will be encountered approximately 0.5 feet above



the levels encountered at the time of our exploration. Therefore, it does not appear that high groundwater levels are a factor in the noted pavement condition.

#### 4.0 CONCLUSIONS AND RECOMMENDATIONS

This section describes proposed remedial options for the asphalt pavement section.

Typical pavement sections have a desired life expectancy of approximately 20 years. Many of the roadways within the Madeira development are likely approaching a typical life expectancy and are still in serviceable condition.

Moving forward, we suggest dialogue within the appropriate governing bodies to determine the expectations regarding aesthetic concerns versus structural acceptability and serviceability. For example, the surface of the asphalt in many of the cul-de-sacs is rough and moderately to severely spalled. This may not be aesthetically pleasing but may be structurally sound. It is noted that, on average, the asphalt sections measured during our exploration were relatively thin. This is likely contributing to most of the distresses encountered. Also, we noted that some curbs and stormwater inlets showed signs of settlement which is likely due to failing utility lines and/or underdrain systems.

Typical remedial options for asphalt pavement sections might include:

1. Total reconstruction of the pavement section,
2. Mill and resurface/overlay the existing pavement, and
3. Overlay the existing pavement without milling.

For total reconstruction, the base should be reworked in accordance with FDOT Standard Specifications. We recommend the base material be LBR tested and have an average LBR of not less than 100 and should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D 1557, AASHTO T-180) value.

Milling of the existing pavement can be performed with the anticipation that cracks will be present in areas in which full depth cracks were observed unless the entire asphalt section is removed. If cracks are present after the milling, a crack relief product such as Petromat can be applied on the milled surface prior to application of the overlay to help extend pavement life. However, this product will only serve to extend the time when reflective cracking will occur, which will happen at some point if the pavement is not milled to at least the depth of all cracks (i.e., full depth of asphalt in many of the cores). In this option, the finished pavement section should meet the original pavement design or an updated design based on future traffic forecasts. Prior to performing this option, it may be prudent to test the LBR of the existing limerock for conformance to the original or updated design as appropriate. If it is determined that the subgrade and base are inadequate in this regard total reconstruction of the pavement, including the subgrade and base, may be required.

The third option is constructing a pavement overlay without milling the existing pavement. Reflective cracking should be anticipated if this option is used, therefore periodic pavement



maintenance may be needed. A product such as Petromat can be applied prior to the application of the overlay to extend pavement life and extend the time period before reflective cracking is likely to occur. **It is our opinion that this is the least desirable option presented in this report and would only be considered a temporary or short term fix. It is our opinion that future pavement distress would likely occur much quicker with this option than with options 1 and 2 and that this option may only extend pavement life by a few years.**

#### **4.1. PASER ROADWAY EVALUATION**

As part of the evaluation of the existing pavement conditions, we performed a pavement rating at each core location in general accordance with the “Asphalt PASER Manual”. This method was initially developed by the state of Wisconsin Department of Transportation but has often been used nationally to assess pavement conditions.

The PASER evaluation takes into account surface defects (raveling, flushing, pushing/shoving) surface deterioration (rutting, settling, and distortion) cracking, and patches/potholes.

A table adapted from the “PASER Asphalt Roads Manual” is included at the end of this report that describes the PASER ratings in Table 1.

The PASER rating is a tool for helping to determine future structural life expectancy as well as a tool to develop a priority ranking system if desired.

In general, the PASER ratings assigned correlated to the thickness of asphalt encountered (i.e. lower PASER equals thinner asphalt). It is our opinion that pavements assigned a rating of 5 and higher are better candidates for milling and resurfacing and pavements with ratings of 4 may be more amenable to total reconstruction.

#### **5.0 CONSTRUCTION RELATED SERVICES**

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification pavement subgrades by performing quality assurance tests on the placement of compacted structural fill and pavement courses. We can also provide concrete testing, pavement section testing, structural steel testing, and general construction observation services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

#### **6.0 LIMITATIONS**

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A



Geotechnical Business Council (GBC) publication, "Important Information About This Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

Surface Rating	Visible Distress*	General condition/ Treatment Measures
<b>10 Excellent</b>	None.	New construction.
<b>9 Excellent</b>	None.	Recent overlay. Like new.
<b>8 Very Good</b>	No longitudinal cracks except reflection of paving joints. Occasional transverse cracks, widely spaced (40' or greater). All Cracks sealed or tigh (open less than 1/4").	Recent sealcoat or new cold mix. Little or no maintenance required.
<b>7 Good</b>	Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition.	First signs of aging. Maintain with routine crack filling.
<b>6 Good</b>	Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4"-1/2"), some spaced less than 10'. First sign of block cracking. Slight to moderate flushing or polishing. Occasional patching in good condition.	Shows signs of aging. Sound structural condition. Could extend life with sealcoat.
<b>5 Fair</b>	Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2") show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition.	Surface aging. Sound structural condition. Needs sealcoat or thin non-structural overlay (less than 2")
<b>4 Fair</b>	Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).	Significant aging and first signs of need for strengthening. Would benefit from a structural overlay (2" or more).
<b>3 Poor</b>	Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (1" or 2" deep). Occasional potholes.	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of overlay.
<b>2 Very Poor</b>	Alligator cracking (over 25% of surface). Severe distortions (over 2" deep). Extensive patching in poor condition. Potholes.	Severe deterioration. Needs reconstruction with extensive base repair. Pulverization of old pavement is effective.
<b>1 Failed</b>	Severe distress with extensive loss of surface integrity.	Failed. Needs total reconstruction.

\*Individual pavements will not have all of the types of distress listed for any particular rating. They may have only one or two types.



**TABLE A**

Street Name	Core #	Asphalt Thickness (inches)	Limerock Thickness (inches)	Groundwater Depth (feet)	Roadway Comments	Paser Rating
Pescado Drive	A-1	1-1/2	6	Not Encountered	Light raveling, light block cracking, minor depression, light shoving, full depth block cracking	6
Pescado Drive	A-2	1/2	9-1/2	2.9	Moderate raveling, small pothole, failing patch	4
Pescado Drive	A-3	1-1/8	7-3/4	Not Encountered	Light raveling, moderate block cracking, moderate shoving, depression at stormwater inlet, full depth block cracking	4
Parejo Way	A-4	1	7-7/8	Not Encountered	Moderate to severe raveling, delamination, moderate block cracking, light shoving	4
Parejo Way	A-5	3/4	7-3/4	Not Encountered	Moderate to severe raveling, delamination, moderate block cracking, light shoving, full depth block cracking	4
Portada Drive	A-6	1/2	7-5/8	Not Encountered	Light raveling, light block cracking, light shoving	6
Pintoresco Drive	A-7	1-1/4	6-1/2	2.6	Moderate raveling, moderate block cracking, moderate shoving, curb settling	5
Portada Drive	A-8	2-1/8	5-3/8	2.9	Moderate raveling, light shoving, curb settling	5
Portada Drive	A-9	3/4	6-1/4	Not Encountered	Moderate raveling, light rutting, light shoving, small patch, small pothole	4
Pintoresco Drive	A-10	1-1/4	7-3/4	Not Encountered	Light raveling, light block cracking, slight depression	6
Maralinda Drive	A-11	1-1/4	5-1/2	Not Encountered	Moderate raveling, moderate block cracking, light shoving, depression at stormwater inlet	5
Pintoresco Drive	A-12	5/8	8-3/4	Not Encountered	Severe raveling, severe block cracking	4

**APPENDIX A**

**BORING LOCATION PLAN**

**SOIL BORING PROFILES**

**BORING LOGS**

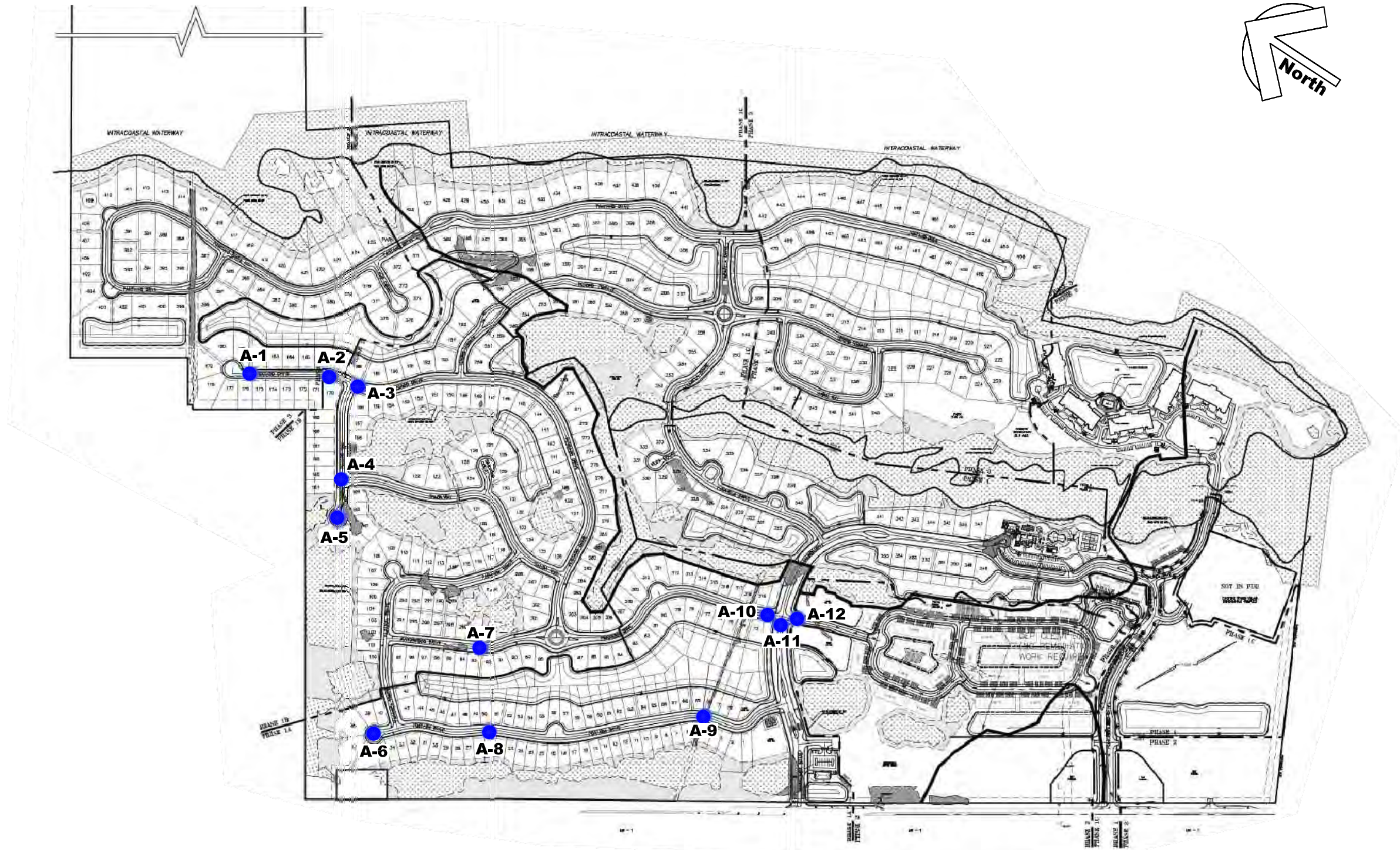
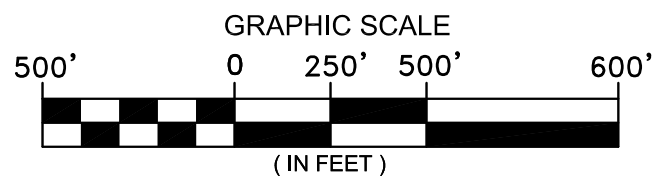
**KEY TO BORING LOGS**

**DYNAMIC CONE PENETROMETER RESULTS**

**FIELD EXPLORATION PROCEDURES**

**LABORATORY TESTING PROCEDURES**





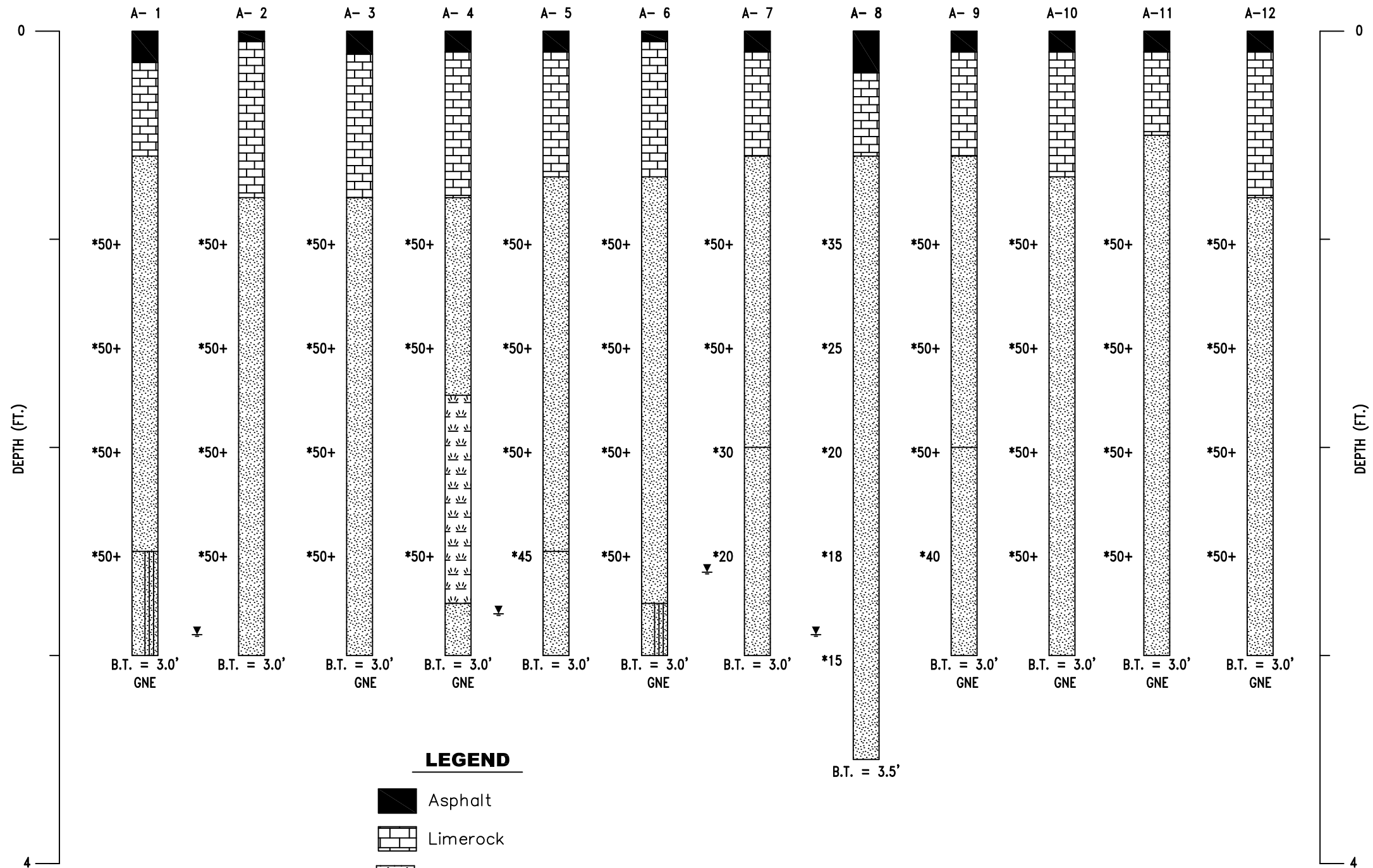
LEGEND






● PENETROMETER/AUGER BORING LOCATION


CLIENT: MADEIRA CDD		DRAWN BY: TW		DATE: 9/23/22
GEOTECHNICAL EXPLORATION MADEIRA CDD PAVEMENT EVALUATION JACKSONVILLE, DUVAL COUNTY, FLORIDA		CHECKED BY: J.F.		DATE: 9/23/22
		SCALE: 1"= 500'		
BORING LOCATION PLAN		PROJECT NO: 0930.2200201.0000 REPORT NO:		







- LEGEND**
-  Asphalt
  -  Limerock
  -  Sand (SP)
  -  Sand with Silt (SP-SM)
  -  Groundwater Table
  - BT Boring Termination Depth
  - N SPT Blow Count
  - GNE Groundwater Not Encountered
  - \* Static Cone Penetrometer Reading in kg/cm<sup>2</sup>

CLIENT: MADEIRA CDD  GEOTECHNICAL EXPLORATION MADEIRA CDD PAVEMENT EVALUATION JACKSONVILLE, DUVAL COUNTY, FLORIDA	DATE: 9/23/22	
	DRAWN BY: TW	CHECKED BY: J.F.
	SCALE: AS SHOWN	
	PROJECT NO: 0930.2200201.0000	
SOIL BORING PROFILES   UNIVERSAL ENGINEERING SCIENCES		
PAGE NO: <b>FIGURE A-2</b>		





# UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 0930.220021.0000

REPORT NO.:

PAGE: A-1

PROJECT: GEOETCHNICAL EXPLORATION  
MADEIRA CDD PAVEMENT EVALUATION  
ST. AUGUSTINE, FLORIDA

BORING DESIGNATION: **A-1**  
SECTION: TOWNSHIP:

SHEET: **1 of 1**  
RANGE:

CLIENT: MADEIRA CDD PAVEMENT EVALUATION  
LOCATION: SEE BORING LOCATION PLAN  
REMARKS: \*STATIC CONE PENETROMETER READING IN KG/CM2

G.S. ELEVATION (ft):  
WATER TABLE (ft): NE  
DATE STARTED: 9/15/22  
DATE FINISHED: 9/15/22  
DATE OF READING:  
DRILLED BY: JF  
EST. W.S.W.T. (ft):  
TYPE OF SAMPLING: ASTM D 1452

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT./ DAY)	ORG. CONT. (%)
									LL	PI		
0						ASPHALT (1 1/2")						
						LIMEROCK (6")						
						Medium dense brown to gray fine SAND (SP)						
			*50+				4.1	15.0				
			*50+									
			*50+									
			*50+			Medium dense dark brown fine SAND with Silt with few Roots (SP-SM)						
			*50+									











# UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 0930.220021.0000

REPORT NO.:

PAGE: A-6

PROJECT: GEOETCHNICAL EXPLORATION  
MADEIRA CDD PAVEMENT EVALUATION  
ST. AUGUSTINE, FLORIDA

BORING DESIGNATION: **A-6** SHEET: **1 of 1**  
SECTION: TOWNSHIP: RANGE:

CLIENT: MADEIRA CDD PAVEMENT EVALUATION  
LOCATION: SEE BORING LOCATION PLAN  
REMARKS: \*STATIC CONE PENETROMETER READING IN KG/CM2

G.S. ELEVATION (ft): DATE STARTED: 9/15/22  
WATER TABLE (ft): NE DATE FINISHED: 9/15/22  
DATE OF READING: DRILLED BY: JF  
EST. W.S.W.T. (ft): TYPE OF SAMPLING: ASTM D 1452

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT./ DAY)	ORG. CONT. (%)
									LL	PI		
0						ASPHALT (1/2") LIMEROCK (7 5/8")						
						Medium dense dark brown to brown fine SAND (SP)						
			*50+									
			*50+									
			*50+									
			*50+			Medium dense dark brown fine SAND with Silt with few Organics (SP-SM)						





# UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 0930.220021.0000

REPORT NO.:

PAGE: A-8

PROJECT: GEOETCHNICAL EXPLORATION  
MADEIRA CDD PAVEMENT EVALUATION  
ST. AUGUSTINE, FLORIDA

BORING DESIGNATION:  
SECTION:

**A-8**

TOWNSHIP:

SHEET: **1 of 1**

RANGE:

CLIENT: MADEIRA CDD PAVEMENT EVALUATION

G.S. ELEVATION (ft):

DATE STARTED: 9/15/22

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.9

DATE FINISHED: 9/15/22

REMARKS: \*STATIC CONE PENETROMETER READING IN KG/CM2

DATE OF READING:

DRILLED BY: JF

EST. W.S.W.T. (ft):

TYPE OF SAMPLING: ASTM D 1452

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT./ DAY)	ORG. CONT. (%)
									LL	PI		
0						ASPHALT (2 1/8")						
						LIMEROCK (5 3/8")						
						Very loose to loose dark brown to brown fine SAND (SP)						
							4.8	20.5				1.8
			*35									
			*25									
			*20									
			*18									
			*15									













## SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive Standard Spoon 1Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample From Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Wet Season High Groundwater Level
NE	Not Encountered
BT	Boring Terminated
-200	Fines Content or % Passing No. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
Org. Cont.	Organic Content

## UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve *	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve *	SILTS AND CLAYS Liquid limit 50% or less	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays	
		OL	Organic silts and organic silty clays of low plasticity	
	SILTS AND CLAYS Liquid limit greater than 50%	MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts	
		CH	Inorganic clays or clays of high plasticity, fat clays	
		OH	Organic clays of medium to high plasticity	
		PT	Peat, muck and other highly organic soils	

\* Based on the material passing the 3-inch (75 mm) sieve

\*\* Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing the No. 200 sieve

## RELATIVE DENSITY (Sands and Gravels)

Very Loose - 0 to 4 Blows / Foot  
Loose - 5 to 10 Blows / Foot  
Medium Dense - 11 to 30 Blows / Foot  
Dense - 31 to 50 Blows / Foot  
Very Dense - More than 50 Blows / Foot

## CONSISTENCY (Sils and Clays)

Very Soft - 0 to 2 Blows / Foot  
Soft - 3 to 4 Blows / Foot  
Firm - 5 to 8 Blows / Foot  
Stiff - 9 to 15 Blows / Foot  
Very Stiff - 16 to 30 Blows / Foot  
Hard - More than 30 Blows / Foot

## RELATIVE HARDNESS (Limestone)

Soft - 100 Blows for more than 2"  
Hard - 100 Blows for less than 2"

## MODIFIERS

**These Modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample**

Trace - 5% or Less  
With Silt or With Clay - 6% to 11%  
Silty or Clayey - 12% to 30%  
Very Silty or Very Clayey - 31% to 50%

**These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample**

Trace - Less than 3%  
Few - 3% to 4%  
Some - 5% to 8%  
Many - Greater than 8%

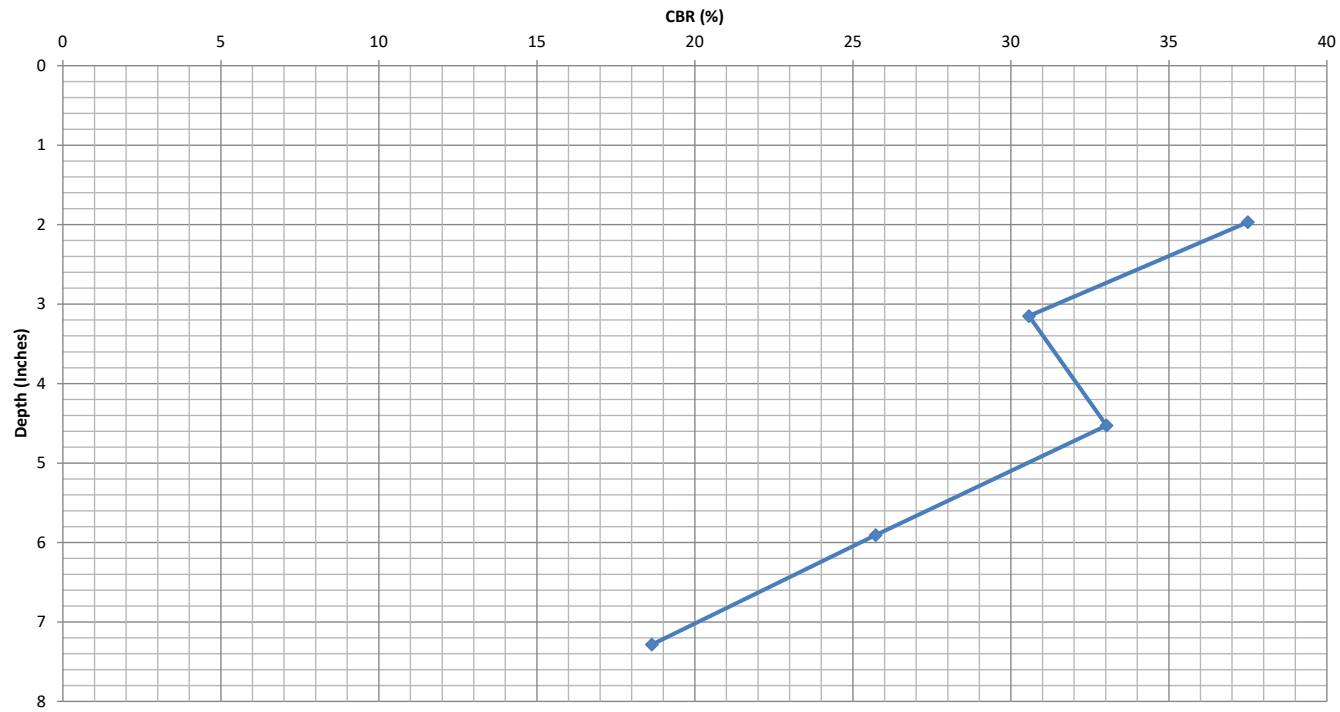
**These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample**

Trace - 5% or Less  
Few - 6% to 12%  
Some - 13% to 30%  
Many - 31% to 50%

Project:	Madeira
Date:	9/15/2022
Location:	A-1
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	405	0.0	0	-	-	-	-
8	455	2.0	50	6.3	1	37.5	45.0
4	485	3.1	30	7.5	1	30.6	36.7
5	520	4.5	35	7.0	1	33.0	39.6
4	555	5.9	35	8.8	1	25.7	30.9
3	590	7.3	35	11.7	1	18.6	22.4

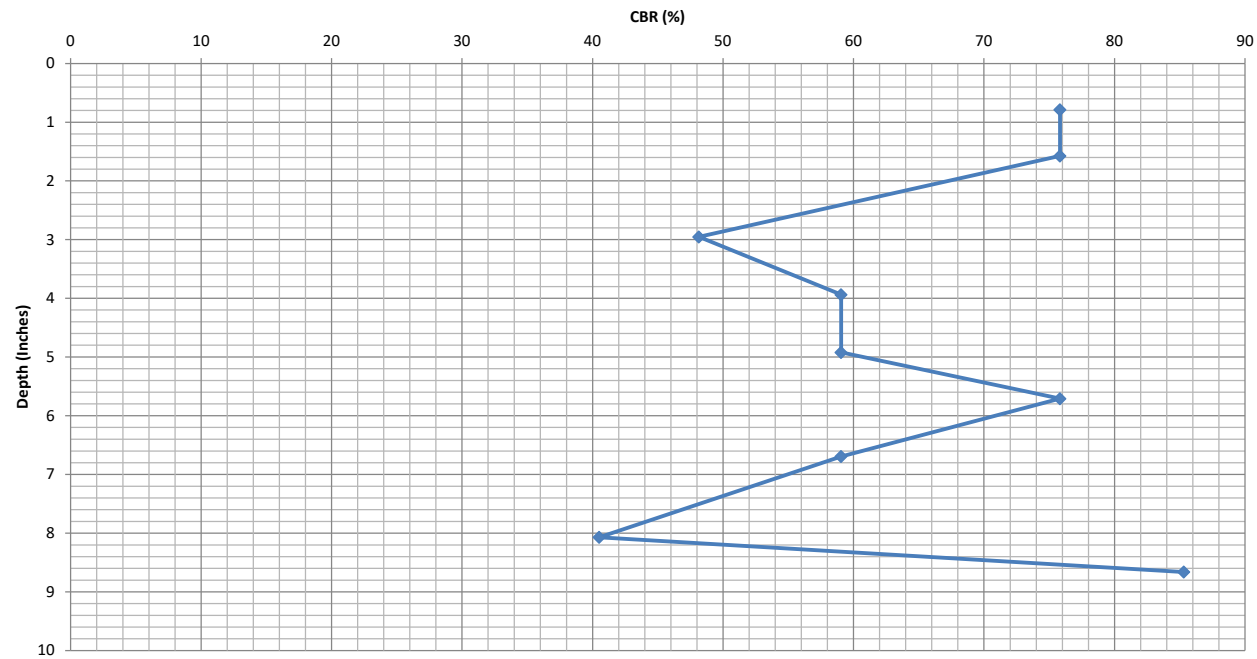
**Depth vs CBR (A-1)**



Project:	Madeira
Date:	9/15/2022
Location:	A-2
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	390	0.0	0	-	-	-	-
6	410	0.8	20	3.3	1	75.8	91.0
6	430	1.6	20	3.3	1	75.8	91.0
7	465	3.0	35	5.0	1	48.1	57.8
6	490	3.9	25	4.2	1	59.0	70.9
6	515	4.9	25	4.2	1	59.0	70.9
6	535	5.7	20	3.3	1	75.8	91.0
6	560	6.7	25	4.2	1	59.0	70.9
6	595	8.1	35	5.8	1	40.5	48.6
5	610	8.7	15	3.0	1	85.3	102.4

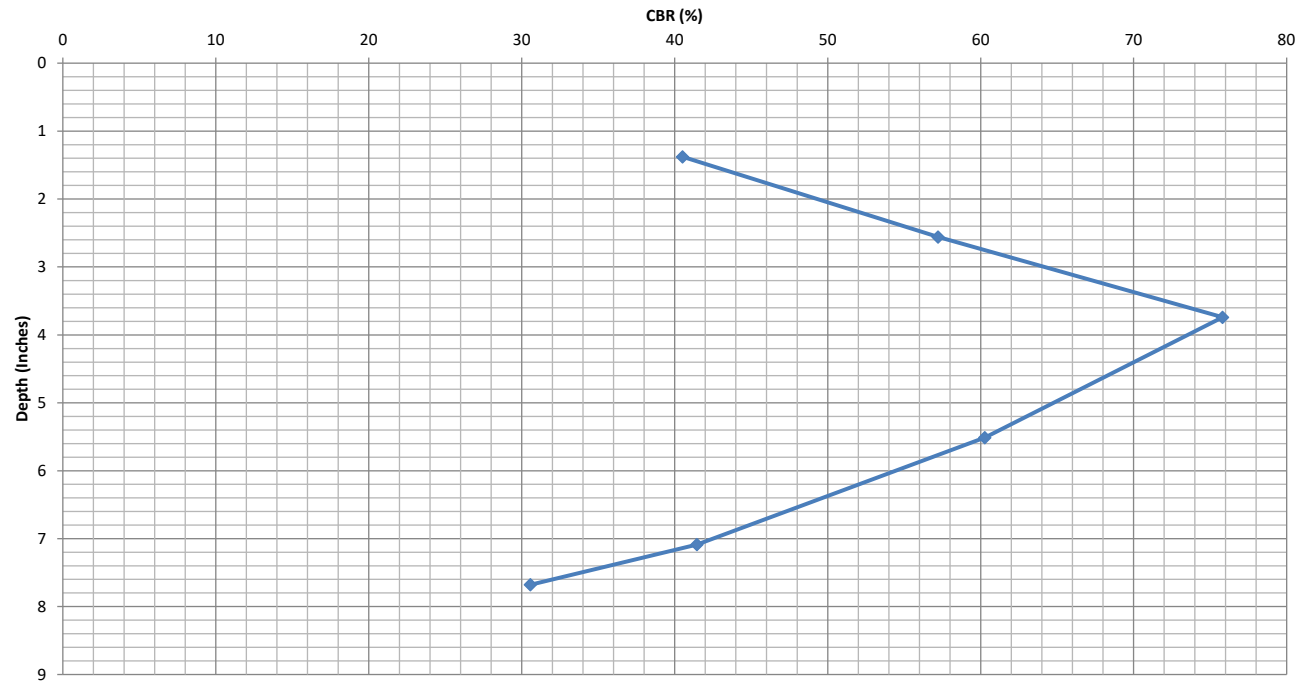
**Depth vs CBR (A-2)**



Project:	Madeira
Date:	9/15/2022
Location:	A-3
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	405	0.0	0	-	-	-	-
6	440	1.4	35	5.8	1	40.5	48.6
7	470	2.6	30	4.3	1	57.2	68.7
9	500	3.7	30	3.3	1	75.8	91.0
11	545	5.5	45	4.1	1	60.3	72.3
7	585	7.1	40	5.7	1	41.5	49.7
2	600	7.7	15	7.5	1	30.6	36.7

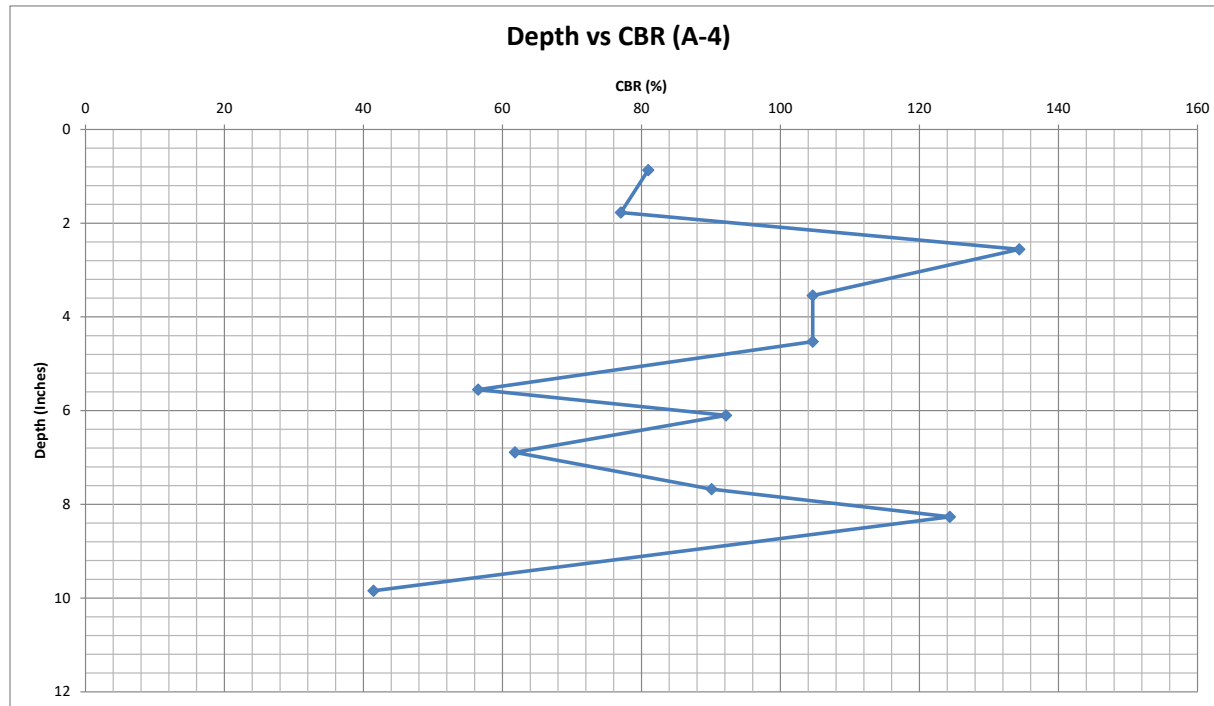
**Depth vs CBR (A-3)**





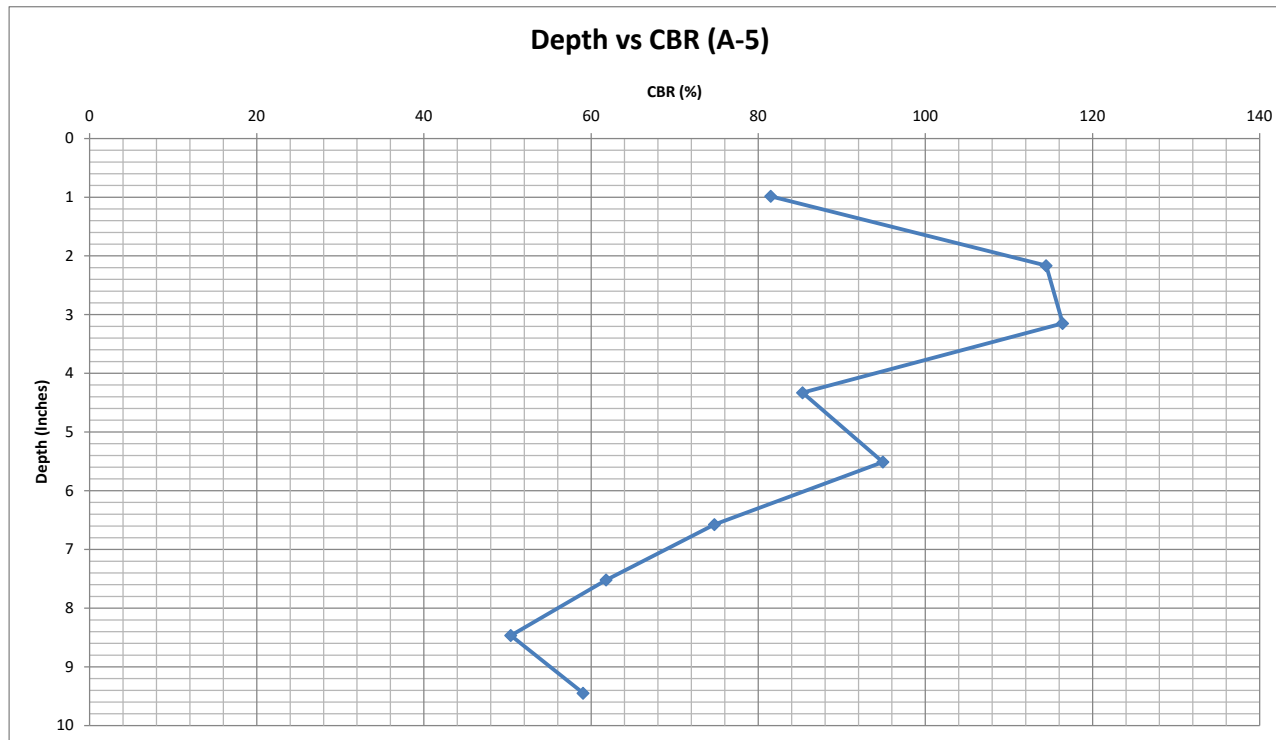
Project:	Madeira
Date:	9/15/2022
Location:	A-4
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	385	0.0	0	-	-	-	-
7	407	0.9	22	3.1	1	81.0	97.2
7	430	1.8	23	3.3	1	77.0	92.5
10	450	2.6	20	2.0	1	134.3	161.2
10	475	3.5	25	2.5	1	104.6	125.6
10	500	4.5	25	2.5	1	104.6	125.6
6	526	5.6	26	4.3	1	56.5	67.8
5	540	6.1	14	2.8	1	92.2	110.6
5	560	6.9	20	4.0	1	61.8	74.2
7	580	7.7	20	2.9	1	90.1	108.1
7	595	8.3	15	2.1	1	124.4	149.2
7	635	9.8	40	5.7	1	41.5	49.7



Project:	Madeira
Date:	9/15/2022
Location:	A-5
Hammer Weight (kg):	8

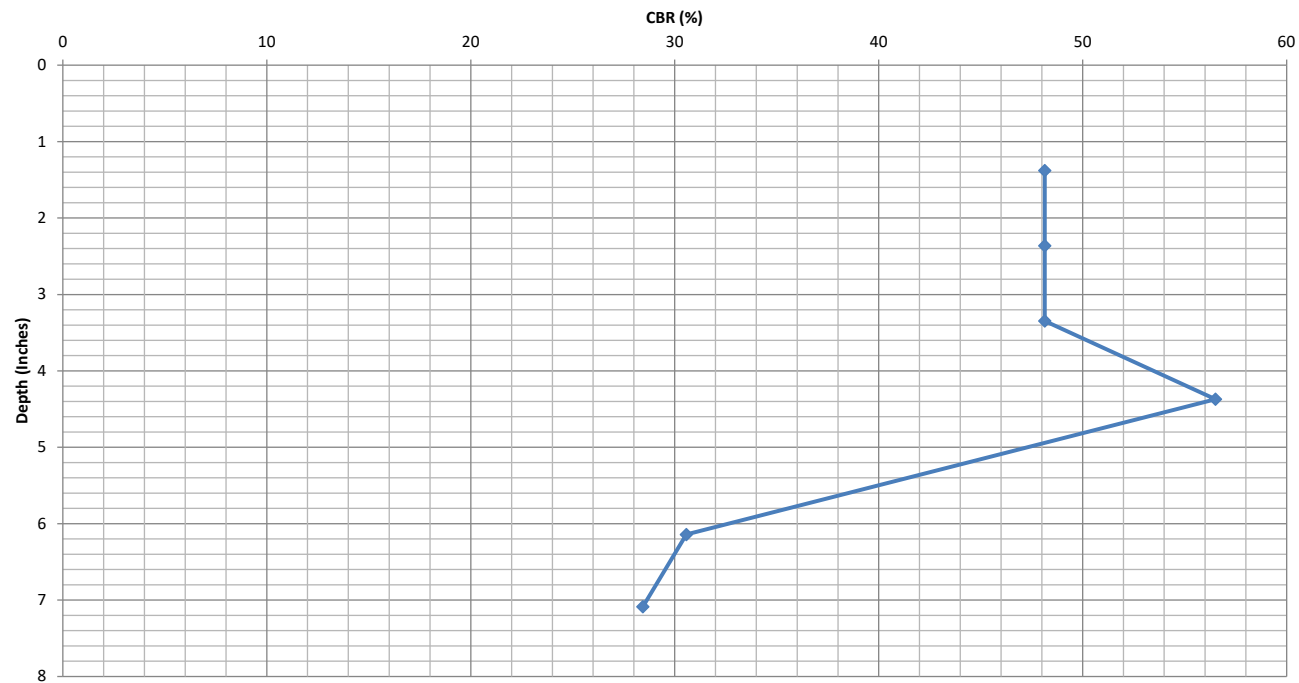
No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	395	0.0	0	-	-	-	-
8	420	1.0	25	3.1	1	81.5	97.8
13	450	2.2	30	2.3	1	114.5	137.3
11	475	3.1	25	2.3	1	116.4	139.7
10	505	4.3	30	3.0	1	85.3	102.4
11	535	5.5	30	2.7	1	94.9	113.9
8	562	6.6	27	3.4	1	74.8	89.7
6	586	7.5	24	4.0	1	61.8	74.2
5	610	8.5	24	4.8	1	50.4	60.5
6	635	9.4	25	4.2	1	59.0	70.9



Project:	Madeira
Date:	9/15/2022
Location:	A-6
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	395	0.0	0	-	-	-	-
7	430	1.4	35	5.0	1	48.1	57.8
5	455	2.4	25	5.0	1	48.1	57.8
5	480	3.3	25	5.0	1	48.1	57.8
6	506	4.4	26	4.3	1	56.5	67.8
6	551	6.1	45	7.5	1	30.6	36.7
3	575	7.1	24	8.0	1	28.4	34.1

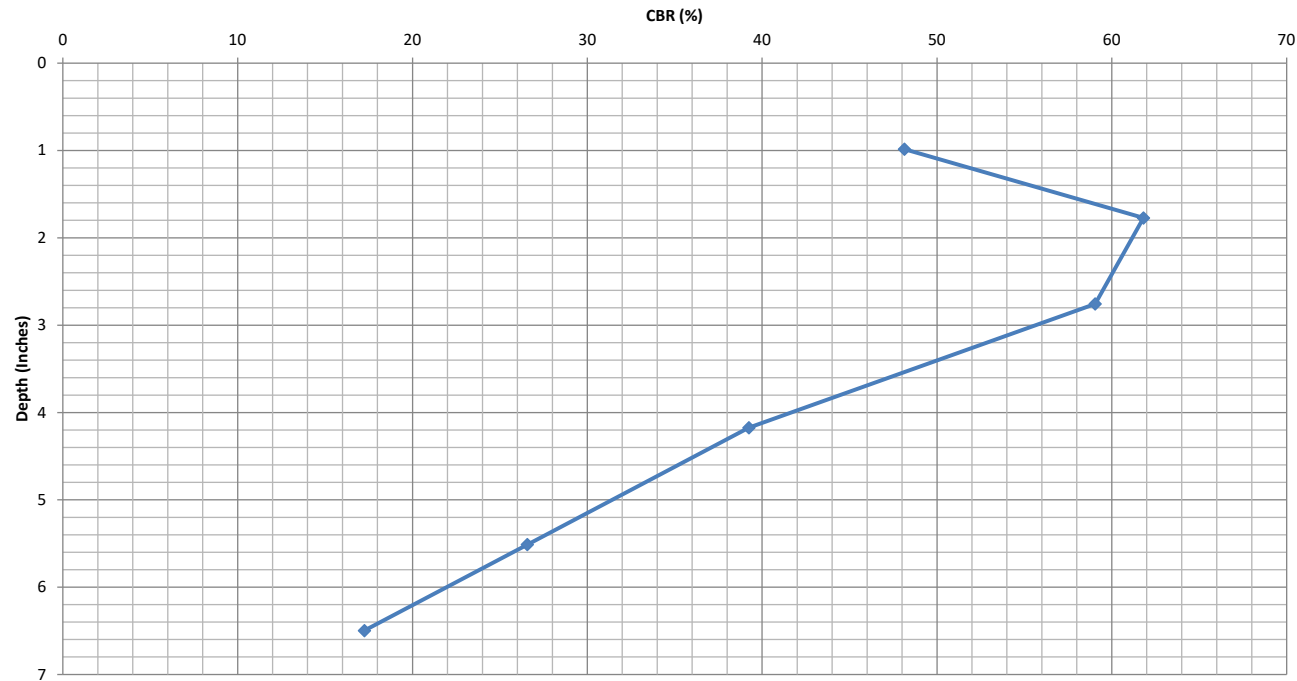
**Depth vs CBR (A-6)**



Project:	Madeira
Date:	9/15/2022
Location:	A-7
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	415	0.0	0	-	-	-	-
5	440	1.0	25	5.0	1	48.1	57.8
5	460	1.8	20	4.0	1	61.8	74.2
6	485	2.8	25	4.2	1	59.0	70.9
6	521	4.2	36	6.0	1	39.3	47.1
4	555	5.5	34	8.5	1	26.6	31.9
2	580	6.5	25	12.5	1	17.3	20.7

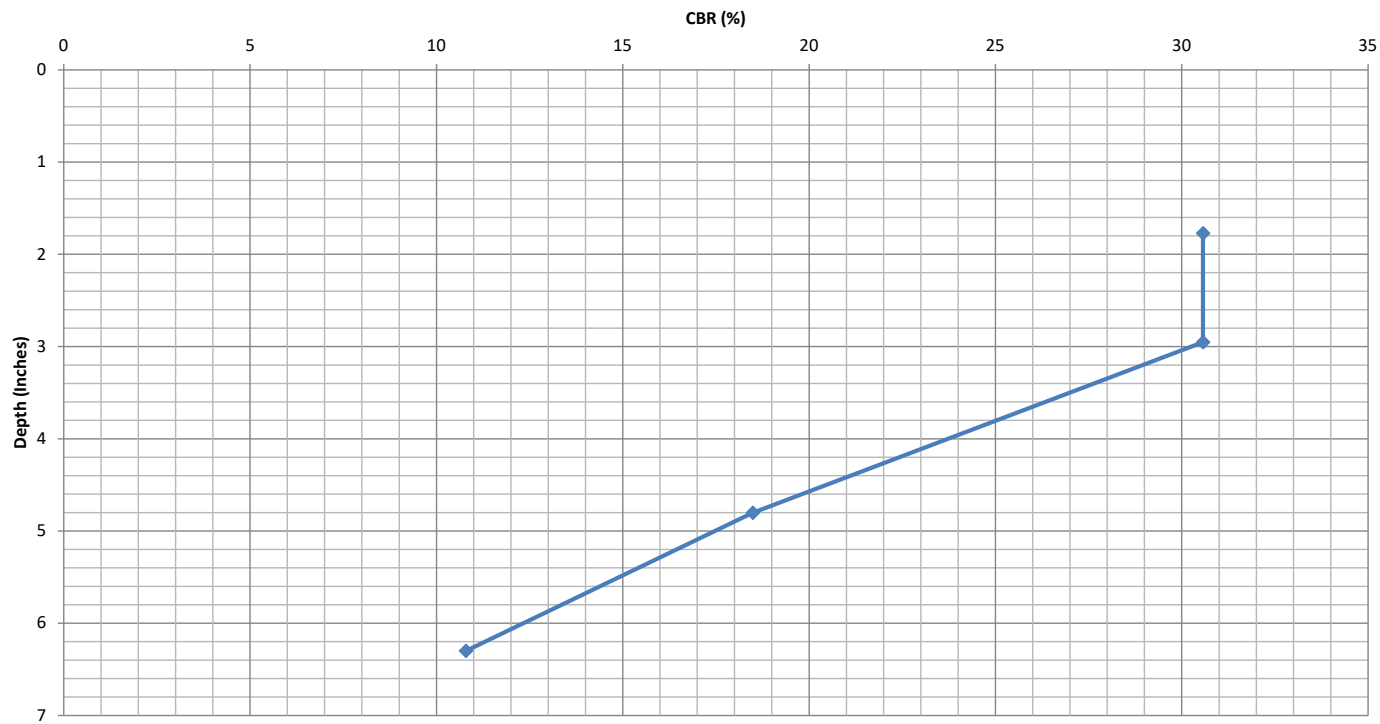
**Depth vs CBR (A-7)**



Project:	Madeira
Date:	9/15/2022
Location:	A-8
Hammer Weight (kg):	8

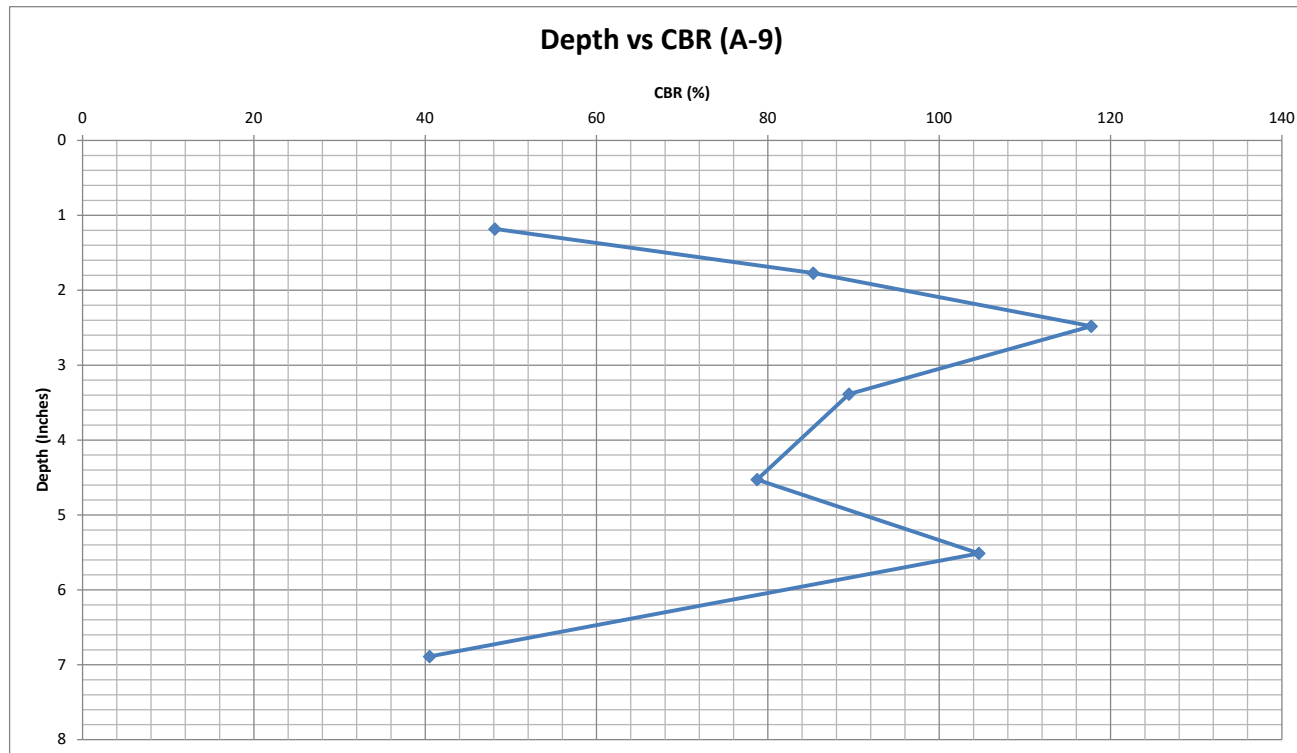
No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	410	0.0	0	-	-	-	-
6	455	1.8	45	7.5	1	30.6	36.7
4	485	3.0	30	7.5	1	30.6	36.7
4	532	4.8	47	11.8	1	18.5	22.2
2	570	6.3	38	19.0	1	10.8	13.0

**Depth vs CBR (A-8)**



Project:	Madeira
Date:	9/15/2022
Location:	A-9
Hammer Weight (kg):	8

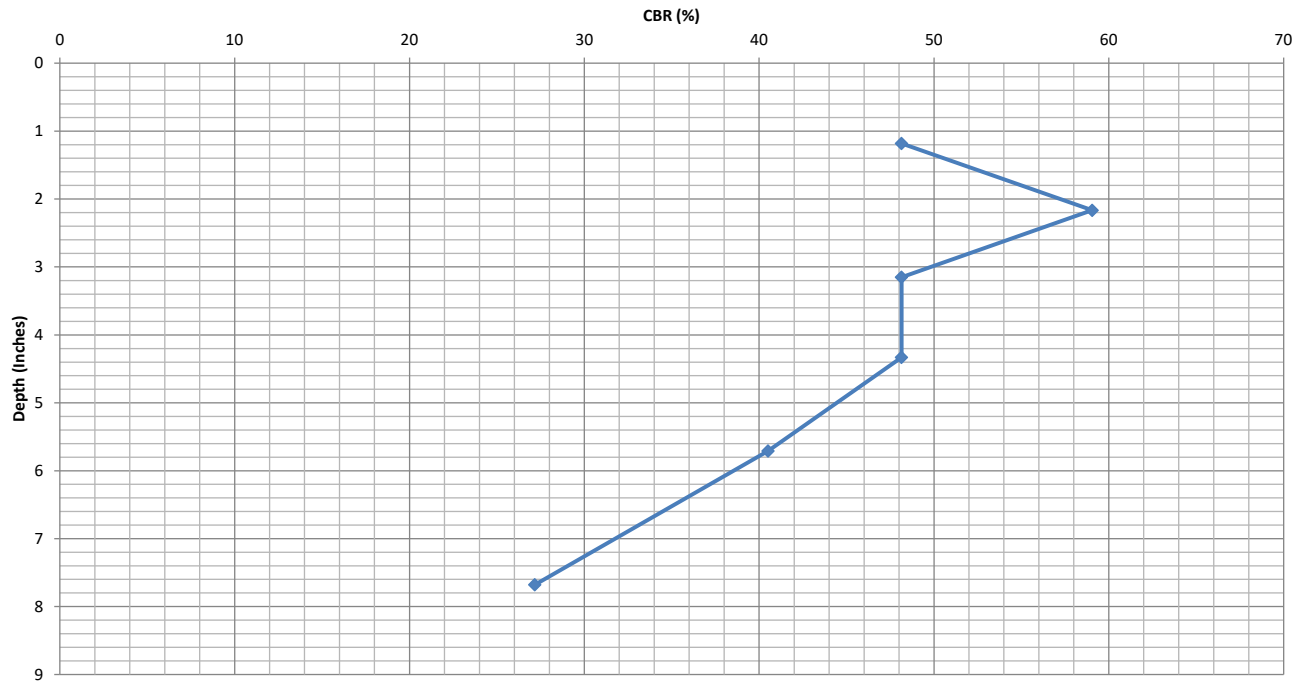
No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	385	0.0	0	-	-	-	-
6	415	1.2	30	5.0	1	48.1	57.8
5	430	1.8	15	3.0	1	85.3	102.4
8	448	2.5	18	2.3	1	117.7	141.3
8	471	3.4	23	2.9	1	89.5	107.4
9	500	4.5	29	3.2	1	78.7	94.5
10	525	5.5	25	2.5	1	104.6	125.6
6	560	6.9	35	5.8	1	40.5	48.6



Project:	Madeira
Date:	9/15/2022
Location:	A-10
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	410	0.0	0	-	-	-	-
6	440	1.2	30	5.0	1	48.1	57.8
6	465	2.2	25	4.2	1	59.0	70.9
5	490	3.1	25	5.0	1	48.1	57.8
6	520	4.3	30	5.0	1	48.1	57.8
6	555	5.7	35	5.8	1	40.5	48.6
6	605	7.7	50	8.3	1	27.2	32.6

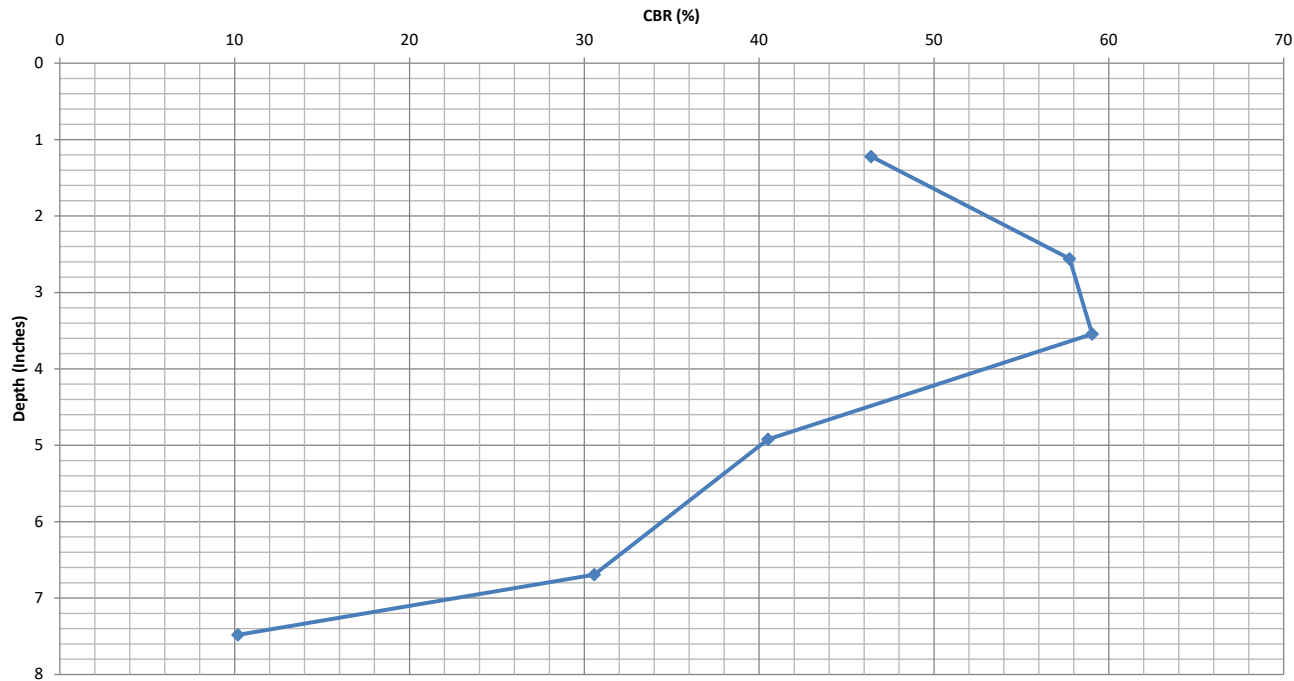
**Depth vs CBR (A-10)**



Project:	Madeira
Date:	9/15/2022
Location:	A-11
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	410	0.0	0	-	-	-	-
6	441	1.2	31	5.2	1	46.4	55.7
8	475	2.6	34	4.3	1	57.8	69.3
6	500	3.5	25	4.2	1	59.0	70.9
6	535	4.9	35	5.8	1	40.5	48.6
6	580	6.7	45	7.5	1	30.6	36.7
1	600	7.5	20	20.0	1	10.2	12.2

**Depth vs CBR (A-11)**

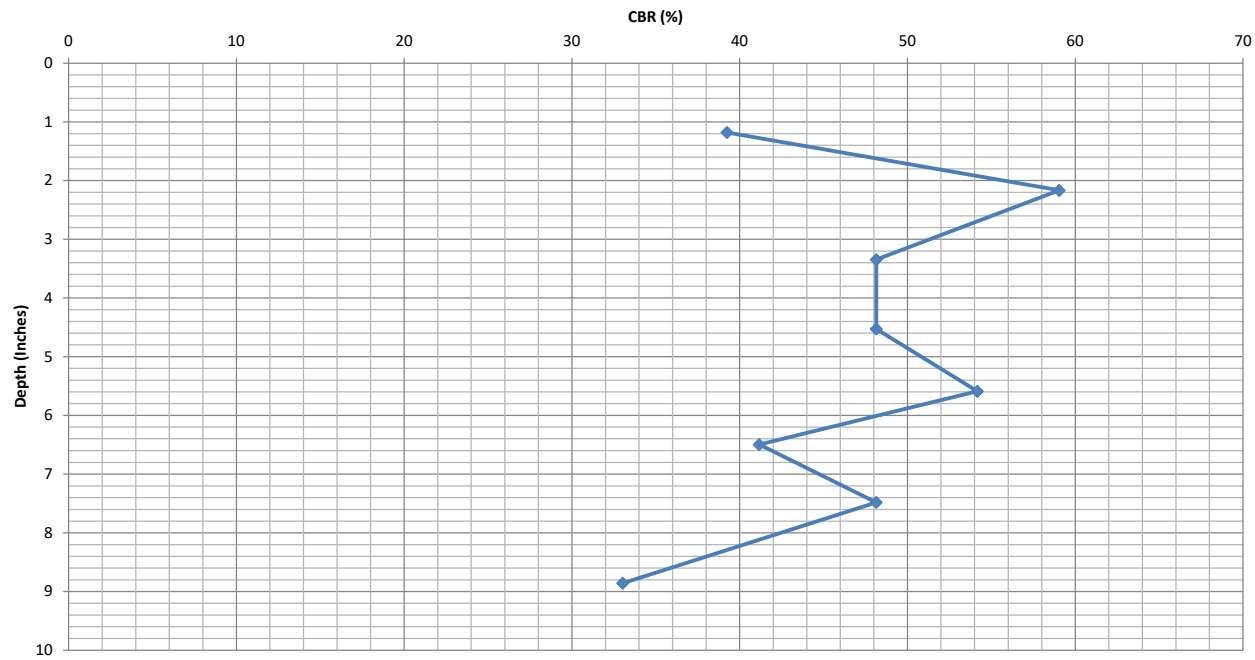




Project:	Madeira
Date:	9/15/2022
Location:	A-12
Hammer Weight (kg):	8

No. of Blows	Accumulative Penetration (mm)	Incremental Penetration (in)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	LBR (%)
0	380	0.0	0	-	-	-	-
5	410	1.2	30	6.0	1	39.3	47.1
6	435	2.2	25	4.2	1	59.0	70.9
6	465	3.3	30	5.0	1	48.1	57.8
6	495	4.5	30	5.0	1	48.1	57.8
6	522	5.6	27	4.5	1	54.2	65.0
4	545	6.5	23	5.8	1	41.2	49.4
5	570	7.5	25	5.0	1	48.1	57.8
5	605	8.9	35	7.0	1	33.0	39.6

**Depth vs CBR (A-12)**



## **FIELD EXPLORATION PROCEDURES**

### **Pavement Cores**

The pavement cores were performed by the use of a 4-inch trailer-mounted wet coring barrel. The pavement cores were then manually extracted from the pavement and transported to our laboratory where they were examined by our engineer to verify the driller's measurements and condition classification. The holes were then filled with cold asphalt patch and manually compacted.

### **Auger Borings Manual**

The auger borings were performed manually by the use of a post-hole auger and in general accordance with the latest revision of ASTM D 1452, "Soil Investigation and Sampling by Auger Borings". Representative samples of the soils brought to the ground surface by the augering process were placed in glass jars, sealed and transported to our laboratory where they were examined by our engineer to verify the driller's field classification.

### **Static Cone Penetrometer**

A static cone penetrometer was used to check the in-place strength of the soils encountered by the boring. At 6 inch intervals, the static cone penetrometer was forced 6 inches into the soil ahead of the boring. The maximum resistance required to force the penetrometer into the soil was recorded for each 6 inch increment. The penetration resistance (in TSF) was determined using a calibrated dial gauge. An approximation to correlate the dial gauge reading to N-values in sandy soils can be calculated by dividing the penetrometer readings by 4.

## **LABORATORY TESTING PROCEDURES**

### **Natural Moisture Content**

The water content of the sample tested was determined in general accordance with the latest revision of ASTM D 2216. The water content is defined as the ratio of “pore” or “free” water in a given mass of material to the mass of solid material particles.

### **Percent Fines Content**

The percent fines or material passing the No. 200 mesh sieve of the sample tested was determined in general accordance with the latest revision of ASTM D 1140. The percent fines are the soil particles in the silt and clay size range.

### **Organic Loss on Ignition (Percent Organics)**

The organic loss on ignition or percent organic material in the sample tested was determined in general accordance with ASTM D 2974. The percent organics is the material, expressed as a percentage, which is burned off in a muffle furnace at 550° Celsius.

**APPENDIX B**

**IMPORTANT INFORMATION ABOUT THIS  
GEOTECHNICAL ENGINEERING REPORT**

**CONSTRAINTS AND RESTRICTIONS**

# Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

**The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.**

## Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

## Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

## Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

## You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

### Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual site-wide subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

### This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

### This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

### Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

*conspicuously that you’ve included the material for information purposes only.* To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

### Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

### Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



**GEOPROFESSIONAL  
BUSINESS  
ASSOCIATION**

Telephone: 301/565-2733

e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)

# CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

## WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

## UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

## CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

## MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

## CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

## USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

## STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

## OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

## WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

## LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

## TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.



## **Tab 10**





DOMINION ENGINEERING GROUP

November 17, 2022

Madeira Community Development District  
C/O Lesley A Gallagher  
District Manager  
Rizzetta & Company  
2806 N. Fifth Street  
Suite 403  
St. Augustine, Florida 32084  
[Lgallagher@rizzetta.com](mailto:Lgallagher@rizzetta.com)

Re: Pavement Condition Analysis  
Maderia Phase 1A  
St Augustine, Florida

Dear Ms. Gallagher:

As requested, **Dominion Engineering Group, Inc. ("DEG")** is pleased to submit this letter agreement (the "Agreement") to the **Madeira Community Development District ("Client")** for providing consulting services for your District. The scope of services and terms follow.

### **PROJECT UNDERSTANDING**

The scope of services and fees described herein are based upon our understanding of the project and assumptions as follows:

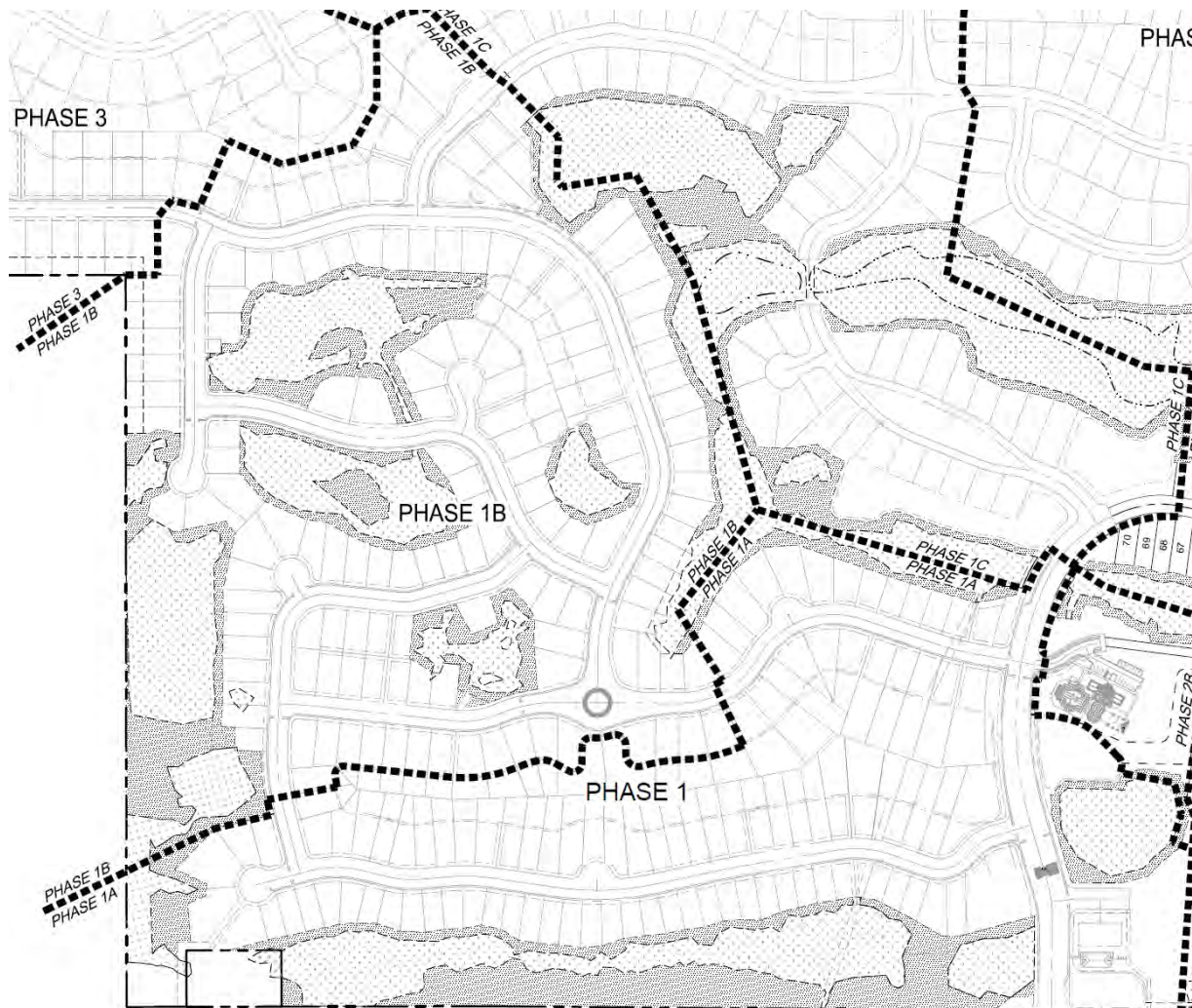
1. The project located in the City of St. Augustine, Florida. The project is located on the east side of US-1 North of St. Augustine.
2. The CDD recently retained Universal Engineering Services to drill the asphalt and base in locations of visual distress of the final layer of Asphalt
3. DEG will interpret the borings and recommend limits where pavement distress should be repaired.

**Dominion Engineering Group, Inc.**  
4348 Southpoint Blvd, Suite 204  
Jacksonville, Florida 32216  
904-854-4500  
[www.DOM-ENG.com](http://www.DOM-ENG.com)

## SCOPE OF SERVICES

The services to be performed by DEG will include and be limited to the following:

Phase 1A and 1B roadway construction was completed in September 2008, approximately 14 years ago. Home construction began very slowly because the housing marketplace was in a very dormant period till about 2013 during that period very few homes were constructed, and very little wear and tear occurred. In fact, only 23 homes were built by January 1, 2014. Today all but two of the 290 lots are built upon.



## Task 1. Review of Boring Information

DEG will review the boring information and determine the area and limits to remediate the pavement in the areas of distress. DEG will rely upon the field data collected by Universal Engineering Services and not necessarily the recommendations by the geotechnical engineer.

## Task 2. Repair Matrix

DEG will develop and repair matrix for the areas that we believe need to be repaired. We will show the repair recommended and the location on a plan with limits of the repair.

## SCHEDULE

We will provide our services as diligently as practicable, recognizing that the Client is not requesting an expedited schedule.

## FEE AND BILLING

For Task 1, DEG will perform the services described in the Scope of Services for a lump sum labor fee of \$7500. Additional services shall be billed on an hourly basis in accordance with the current rate schedule.

The hourly rates are as follows.

Classification	Rates (hourly)		
Principals & Senior Managers	\$170	to	\$195
Senior Project Managers and Professional Engineers	\$125	to	\$165
Professional Staff and Sr. Technical Staff	\$75	to	\$125
Technical Staff	\$45	to	\$120
Administrative Staff	\$45	to	\$65

Fees will be invoiced monthly based upon the labor effort and other direct costs completed as of the invoice date. Payment will be due within 15 days of the date of the invoice. These rates are valid for 12 months from the effective date of this contract, after which time they may be adjusted according to our then current direct salaries and overhead factors.

## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to and only to, the terms and conditions in the attached Standard Terms and Conditions, which are incorporated by reference. As used in the Standard Terms and Conditions, the term "the Consultant" shall refer to Dominion Engineering Group, Inc., and the term "the Client" shall refer to **Madeira Community Development District**.

**Dominion Engineering Group, Inc.**  
4348 Southpoint Blvd, Suite 201  
Jacksonville, Florida 32216  
904-854-4500  
[www.DOM-ENG.com](http://www.DOM-ENG.com)

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us with a \$0 retainer. Fees stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,  
**Dominion Engineering Group, Inc.**



William E. Schaefer, PE  
Principal

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**Madeira Community Development District**

By: \_\_\_\_\_  
(Signature) (Type Name)

**Dominion Engineering Group, Inc.**  
4348 Southpoint Blvd, Suite 201  
Jacksonville, Florida 32216  
904-854-4500  
www.DOM-ENG.com

## STANDARD TERMS AND CONDITIONS

Whereas: Dominion Engineering Group, Inc. (DEG) is a Corporation in the State of Florida with its principal office at 4348 Southpoint Boulevard, Suite 201, Jacksonville, Florida 32216.

Whereas: Client expressly understands that the services DEG performs are personal in nature and are only intended to benefit Client, Client's subsidiaries, and wholly owned companies.

Therefore: DEG and Client enter into this Agreement to provide engineering services to Client for pay.

By execution of this Agreement, DEG agrees to provide the professional services described herein, and Client agrees to accept such services, all in accordance with the following terms and conditions.

1. The following terms shall have the meanings set forth below whenever they are used in this Agreement:

a. "Scope of Work" (SOW), incorporated by reference to these terms and conditions shall mean the technical description of the work to be performed. The price of the services to be provided is identified in an appropriate price schedule. For many projects, such as those in the early stages of project development, planning, zoning, or investigation, all activities are often not fully definable prior to the execution of this Agreement. Initial and additional detailed investigation may uncover additional facts and information requiring an alteration in the scope of this Agreement. DEG will inform client of any material changes pursuant to the work which may alter the scope of this Agreement.

b. "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. Unless specifically stated otherwise in the SOW all Documentation shall be prepared in accordance with normal and customary criteria common for the services provided.

2. DEG shall obtain and maintain the licenses, professional registrations, permits and other authorizations necessary for DEG to perform the services identified herein. It is expressly understood that Client is responsible for any and all other permits, licenses, authorizations, and bonds, including related fees and any administrative fees or any taxes required by any federal, state, or local government law.

3. Invoices shall be DEG standard and will be submitted on a monthly or semi-monthly basis, or sooner, terms net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month. In addition to other rights in law and/or equity, DEG may, after giving five (5) days written notice, suspend services under this or any other agreement until all past due accounts have been paid. Client further agrees to and shall pay to DEG all costs and expenses for collection including but not limited to reasonable attorneys' fees and court costs.

The proposed fees constitute DEG's best estimate of the charges required to complete the project as defined and are valid for a period of thirty (30) days from the date of DEG's execution of this Agreement. General consulting and other services beyond the scope of services identified herein including but not limited to preparation for and attendance at meetings will be billed at DEG's normal and customary rates for the services provided. If upon submission of this Agreement to Client, Client fails to return a signed copy to DEG and knowingly allows DEG to proceed with the work, such services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed. Except as provided below, the SOW will not be altered without mutual written agreement.

The fees, rates, and other costs in this Agreement are subject to escalation after a period of one year from the date first entered above, and annually thereafter, except those fees set forth in the fee schedule for tasks 1-8 shall remain as fixed as set forth in the schedule.

Costs and schedule commitments shall be subject to renegotiation for delays caused by Client's failure to provide free access to survey areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, hurricanes, tropical storms, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of god or of the public enemy, or acts or regulations of any governmental agency.

If the services covered by this contract are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and are subject to reimbursement to DEG.

Where the method of contract payment is based on a time-and-materials basis, the minimum time segment for charging of work done at any of DEG's offices is one half hour.

Expenses properly chargeable to the work and reimbursable by Client (other direct costs) shall include: travel and living expenses of personnel when away from their home office conducting business connected with the project; phone, FAX, overnight delivery services, postage, shipping, mileage, and production costs; identifiable drafting and word processing supplies; Equipment usage and rental fees; and expendable materials and supplies purchased specifically for the project. These and other direct costs shall be marked up at 15 percent to reflect profit and additional costs sustained by DEG for administration.

Subconsultant and subcontractor costs properly chargeable to the work and reimbursable by Client shall include but not be limited to: consulting services, laboratory services, drilling services, etc. Such costs shall be marked up at 15 percent to reflect profit and additional costs sustained by DEG in administration of the subcontracts.

4. All documents and data furnished by Client or obtained from others, with or without client intervention, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments shall remain the property of Client or where applicable remain the property of the owner. Notwithstanding anything to the contrary in this Agreement, DEG reserves the right to reasonably rely on the accuracy and validity of such documentation and data. Client agrees to indemnify and hold DEG harmless from any loss, damage, or liability arising out of any errors, omissions, or inaccuracies in such documentation and/or data or where such documentation and/or data does not conform to normal and customary standards.

5. All documents and data not furnished by Client, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments of service prepared by DEG are the property of client provided client is not in default of its payment obligations hereunder and subject to DEG's copyrights and are subject to its sole discretionary control whether or not the Project is completed. DEG reserves and shall retain all common law, statutory and other reserved rights, including the copyright thereto, all rights in its documents and copies made therefrom. Such materials are not intended or represented to be suitable for reuse by Client or others or on any other project. Any reuse without written verification or adaptation by DEG for

the specific purpose intended will be at Client's sole risk and without liability or legal exposure to DEG, and Client shall indemnify and hold harmless DEG from all claims, demands, losses, and expenses, including attorneys' fees, of any nature whatsoever arising out of or resulting therefrom.

6. This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Florida. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the County of St. Johns, State of Florida or hearing appeals therefrom. Both parties hereby consent to the personal jurisdiction and venue of the courts in St. Johns County, Florida for the purposes of this Agreement, and agree to accept service of process by registered mail.

7. DEG will prepare all work and provide services in accordance with generally accepted professional practices. If any failure to meet the foregoing warranty appears within sixty (60) days after delivery of the work to Client, Client shall promptly notify DEG in writing of such defect. If properly notified, DEG will re-perform the defective portion of the work or service. The preceding two sentences set forth the exclusive remedy for claims based on failure of or defect in all work and services furnished by DEG

whether claim is based on contract, warranty, tort (including negligence) or any other cause of action. **DEG does not make any other warranty or guarantee, expressed or implied, and all implied warranties are expressly excluded.** DEG rejects those terms and conditions offered by Client in its purchase order, requisition, or notice of authorization to proceed which are not set forth herein or expressly accepted by DEG in writing. **THERE ARE NO WARRANTIES GIVEN WHICH EXTEND BEYOND THE LANGUAGE AND DESCRIPTION ON THE FACE HEREOF.**

8. DEG shall indemnify Client against its loss, damage, and liability resulting from the illness, injury, or death of persons including, but not limited to, employees of Client or DEG or injury to property including, but not limited to, damage of property of Client or DEG arising out of the performance of this contract, provided that such loss, damage, or liability is caused by the actual negligence of DEG or of its officers, agents, servants, or employees. In the event of any loss, damage, or liability of any kind, whether to person or property, arising out of the concurrent negligence of DEG and Client, or Client's officers, agents, servants, employees, or otherwise, DEG will indemnify Client for that proportionate loss, damage or liability directly attributable to DEG's own active negligence and Client will indemnify DEG for that proportionate loss, damage or liability directly attributable to Client's own active negligence. However, in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either DEG or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. DEG and Client further agree that if either DEG or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party.

**IN ADDITION, NEITHER CLIENT NOR DEG SHALL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTS, LOSS OF INTEREST ON BORROWED FUNDS, OR OTHER LOSSES OR DAMAGES ASSOCIATED WITH BUSINESS INTERRUPTION, REGARDLESS OF THE CLAUSE THEREOF. PURSUANT TO SB286, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

9. With respect to operations performed under or incident to this Agreement, DEG has obtained and will continue to maintain insurance as described below.

- a. General liability insurance covering Client's premises/operations, completed operations and products liability, and contractual liability, all with a minimum combined single limit of \$2,000,000 each occurrence and a general aggregate of \$2,000,000 for bodily injury and property damage, including personal injury, and,
- b. Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage, and,
- c. Workers' compensation as follows: workers' compensation insurance as required by law, and,
- d. Engineer's Professional liability insurance with an aggregate of \$1,000,000.

Client shall have the right to require DEG to furnish Client with certificates of insurance which provide that the coverage will not be canceled or materially changed except upon thirty (30) days advance written notice to Client.

10. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on DEG unless in writing and signed by the contracting officer. Any modification to these terms and conditions without approval of the contracting officer shall be null and void. Any provision of either party's invoices, statements, orders, acknowledgments, or other forms which are inconsistent with or in addition to the provisions of this Agreement shall be of no force or effect unless specifically agreed to in writing by the party to be charged. Client may, in its sole discretion, terminate this agreement at any time upon 10 days written notice and pay all outstanding invoices and final invoice within 15 days of request.

## **Tab 11**

**Greenway Lawn and Landscape**  
4930 Spring Park Rd  
Jacksonville, FL 32207 US  
jdgreenwaylawns@gmail.com



## Estimate

### ADDRESS

3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

**ESTIMATE #** 6926

**DATE** 01/12/2023

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Tree trimming 2</b> 1 x dead loblolly pine tree (Pinus Taeda) Grind stump  Remove all debris generated	1	2,765.00	2,765.00
TOTAL			<b>\$2,765.00</b>

Accepted By

Accepted Date





# Basic Tree Risk Assessment Form

Client Madiera HON Date 1/10/23 Time 12:45  
 Address/Tree location Tesoro Terrace Tree no. \_\_\_\_\_ Sheet 4 of 4  
 Tree species Pinus Taeda dbh 31" Height 71' Crown spread dia. 26'  
 Assessor(s) David Martin Tools used Mallet, Tape, visual Time frame 15 mins

## Target Assessment

Target number	Target description	Target protection	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
			Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	1 x dead loblolly pine tree	X	X	✓	✓	4	X	X
2								
3								
4								

## Site Factors

History of failures unknown Topography Flat ☐ Slope ☐ % Aspect \_\_\_\_\_  
 Site changes None ☒ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☐ Describe \_\_\_\_\_  
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe \_\_\_\_\_  
 Prevailing wind direction \_\_\_\_\_ Common weather Strong winds ☒ Ice ☐ Snow ☐ Heavy rain ☒ Describe \_\_\_\_\_

## Tree Health and Species Profile

Vigor Low ☐ Normal ☐ High ☐ Foliage None (seasonal) ☐ None (dead) ☒ Normal \_\_\_\_\_% Chlorotic \_\_\_\_\_% Necrotic \_\_\_\_\_%  
 Pests/Biotic \_\_\_\_\_ Abiotic Lightning damage  
 Species failure profile Branches ☐ Trunk ☐ Roots ☐ Describe \_\_\_\_\_

## Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☒ Wind funneling ☐ Relative crown size Small ☐ Medium ☒ Large ☐  
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐ \_\_\_\_\_  
 Recent or expected change in load factors \_\_\_\_\_

## Tree Defects and Conditions Affecting the Likelihood of Failure

### — Crown and Branches —

Unbalanced crown ☐ LCR \_\_\_\_\_%  
 Dead twigs/branches ☐ \_\_\_\_\_% overall Max. dia. \_\_\_\_\_  
 Broken/Hangers Number \_\_\_\_\_ Max. dia. \_\_\_\_\_  
 Over-extended branches ☐  
 Pruning history  
 Crown cleaned ☐ Thinned ☐ Raised ☐  
 Reduced ☐ Topped ☐ Lion-tailed ☐  
 Flush cuts ☐ Other \_\_\_\_\_

Cracks ☒ Lightning damage ☒  
 Codominant ☐ Included bark ☐  
 Weak attachments ☐ Cavity/Nest hole \_\_\_\_\_% circ.  
 Previous branch failures ☐ Similar branches present ☐  
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐  
 Conks ☐ Heartwood decay ☐  
 Response growth \_\_\_\_\_

Lightning damage Condition(s) of concern \_\_\_\_\_  
Killed tree, dead top

Part Size \_\_\_\_\_ Fall Distance \_\_\_\_\_  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒  
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☒

Part Size \_\_\_\_\_ Fall Distance \_\_\_\_\_  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐  
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

### — Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐  
 Codominant stems ☐ Included bark ☐ Cracks ☐  
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐  
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐  
 Cavity/Nest hole \_\_\_\_\_% circ. Depth \_\_\_\_\_ Poor taper ☐  
 Lean \_\_\_\_\_° Corrected? \_\_\_\_\_  
 Response growth \_\_\_\_\_  
 Condition(s) of concern \_\_\_\_\_  
 Part Size \_\_\_\_\_ Fall Distance \_\_\_\_\_  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐  
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

### — Roots and Root Collar —

Collar buried/Not visible ☐ Depth \_\_\_\_\_ Stem girdling ☐  
 Dead ☐ Decay ☐ Conks/Mushrooms ☐  
 Ooze ☐ Cavity ☐ \_\_\_\_\_% circ.  
 Cracks ☐ Cut/Damaged roots ☐ Distance from trunk \_\_\_\_\_  
 Root plate lifting ☐ Soil weakness ☐  
 Response growth \_\_\_\_\_  
 Condition(s) of concern \_\_\_\_\_  
 Part Size \_\_\_\_\_ Fall Distance \_\_\_\_\_  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐  
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐



## **Tab 12**



Jax Utilities Management, Inc.  
5465 Verna Boulevard  
Jacksonville, Florida 32205  
904-855-0111      www.jaxum.com

# Estimate

Date	Estimate #
1/17/2023	22-1036

Madeira CDD  
Attn: Carol Brown

## Project

294-297 Portada Drive

Description	Qty	Rate	Total
294-297 Portada Drive (NOT TO EXCEED)  Estimate Includes: Place Steel Plate Over Existing Cave-in Call In Locates for all Existing Underground Utilities Plug Existing Storm Drain Pipe as Needed Removal of Brick Pavers as Needed Plug & Pump Down Inlet Inlet Repair & Removal of Underdrain Replace Brick Pavers and Restore Yard	1	30,000.00	30,000.00
Mike James 904-237-4173	<b>Total</b>		<b>\$30,000.00</b>

Terms and Conditions: Payment due upon completion of work, or at the option of Jax Utilities Management, Inc. (JUM) 30 days after invoice for completed job or interim progress billing. It is understood and agreed by the parties that JUM is entitled to receive payment for all work, labor, materials, and equipment furnished and performed hereunder when invoiced to customer. In the event any payment is not paid when due, JUM reserves the right to terminate this agreement and shall be entitled to recover all charges for which payment is sought. Customer hereby authorizes any Attorney at Law for JUM in an action on this agreement in any court of law in the county where contractor resides for the recovery of any amount due hereunder together with interest at the rate of 1 ½ % per month plus attorney fees and court costs  
THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE SPECIFIED ABOVE

Signature \_\_\_\_\_

## **Tab 13**

Smith Electrical Inc.  
PO Box 9023  
St Augustine, FL 32085

# Estimate

Estimate #	Date
Madeira	2/8/2023

Name / Address
Madeira CDD c/o: RIZZETTA & COMPANY, INC. 2806 N. 5th Street, Suite 403 St. Augustine, FL 32084 1-904-436-6270

Item	Description	Qty	Rate	Total
Quote	Remove the existing landscape lights, Supply and install (17) LED landscape light fixtures.	1	3,379.00	3,379.00
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.			<b>Total</b>	\$3,379.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
9048290899	904-829-0259	smithelectric08@gmail.com	staugustineelectric.com

Smith Electrical Inc.  
PO Box 9023  
St Augustine, FL 32085

# Estimate

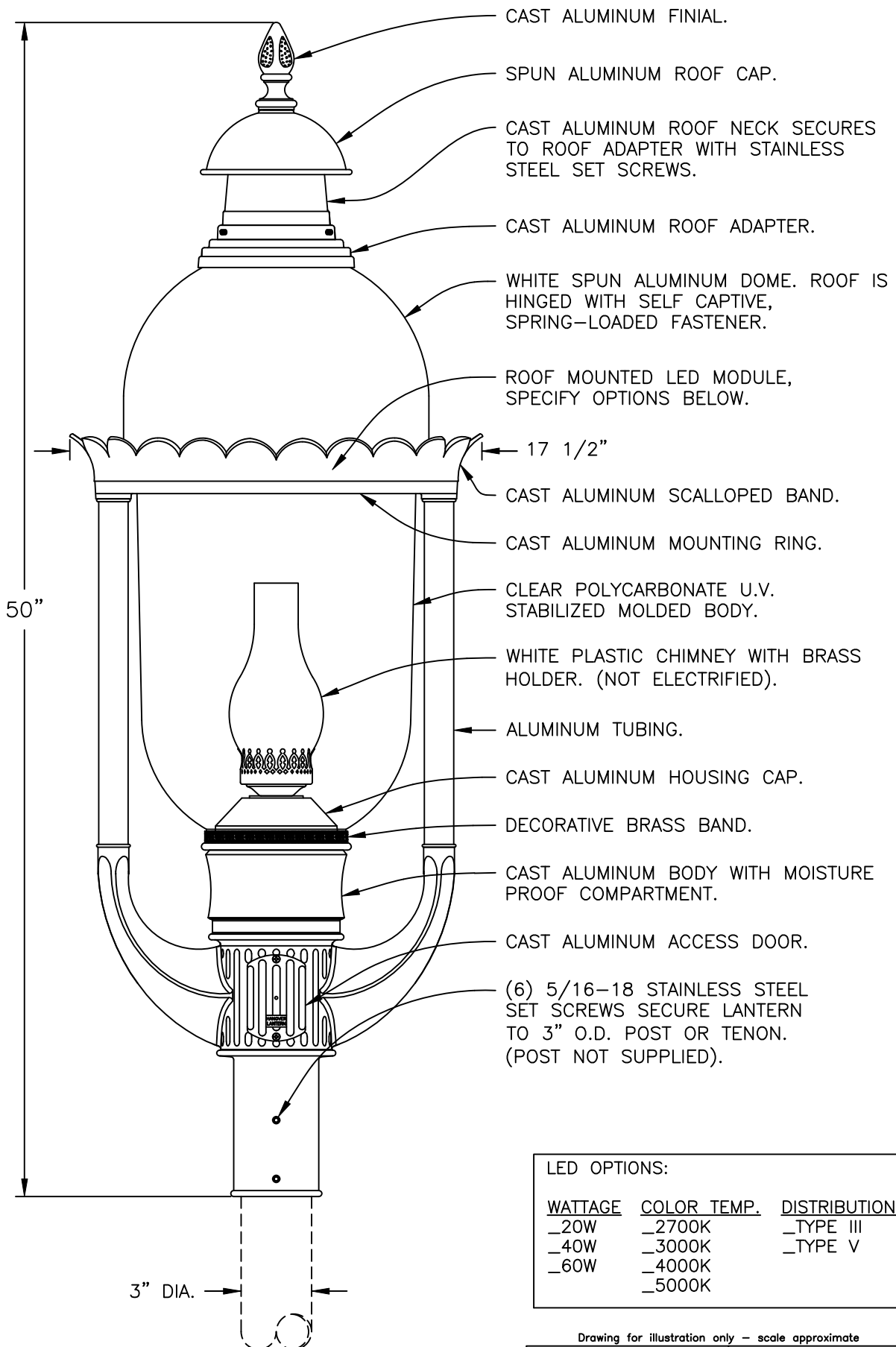
Estimate #	Date
Pintoresco	2/1/2023

Name / Address
Madeira CDD c/o: RIZZETTA & COMPANY, INC. 2806 N. 5th Street, Suite 403 St. Augustine, FL 32084 1-904-436-6270

Item	Description	Qty	Rate	Total
Quote	Supply and install an LED decorative light fixture to replace the damaged one at Pintoresco Dr.	1	4,688.27	4,688.27
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.			<b>Total</b>	\$4,688.27

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
9048290899	904-829-0259	smithelectric08@gmail.com	staugustineelectric.com



#### LED OPTIONS:

WATTAGE	COLOR TEMP.	DISTRIBUTION
<input type="checkbox"/> 20W	<input type="checkbox"/> 2700K	<input type="checkbox"/> TYPE III
<input type="checkbox"/> 40W	<input type="checkbox"/> 3000K	<input type="checkbox"/> TYPE V
<input type="checkbox"/> 60W	<input type="checkbox"/> 4000K	
	<input type="checkbox"/> 5000K	

EPA = 3.33 (EFFECTIVE PROJECTED AREA).  
 LANTERN IS PREWIRED AND TESTED.  
 ELECTRICAL COMPONENTS ARE U.L. LISTED.  
 MOUNTING HARDWARE IS SUPPLIED.

Drawing for illustration only - scale approximate



TITLE:  
 "PROVIDENCE"  
 1600 SERIES  
 LED POST TOP  
 LANTERN

SCALE:  
 B4

DATE:  
 11/12/21

DWG BY:  
 ATV

DWG. NO.  
 1630RLED

## **TAB 14**



1/18/2023

MADEIRA CDD  
RIZETTA & COMPANY  
3434 COLWELL AVE STE 200  
TAMPA, FL 33614-8390

Ref: 15 & 38 MARALINDA DR - MADEIRA GUARDHOUSE & ENTRY

Dear Valued Customer,

B&B Exterminating Co. Inc, is writing this letter to notify you that your current Eastern Subterranean termite warranty will expire February 1, 2023. We have been servicing the Madeira Guardhouse over the past years and would greatly appreciate the opportunity to continue. We will need to do an inside inspection and treat the property with the Termiticide, Termidor SC, which will be applied around the exterior perimeter, to continue your warranty.

Termidor SC is the #1 recommended product for Termite Control & Colony Elimination. Studies show that this new product is 99% effective. Since your previous warranty is expiring, we feel that this is a great opportunity to completely re-treat. We can perform the treatment and provide you a ten year warranty for Re-treatment of Eastern Subterranean termites (the same coverage you currently have). Your discounted price to treat **this year** will be \$547.20 (This cost applies to this year only). This price includes the Termidor treatment and your renewal for the year. A new warranty will be issued renewing annually due the subsequent years of the warranty period for \$153.00 each year.

Please call within 15 days to schedule your appointment in February to treat the above property. **We will need signed authorization from an authorized representative that can authorize treatment and cost.** Thank you for the opportunity to provide you with our quality service and we look forward to many years of continued patronage.

Sincerely,

Lisa Olesen

Warranty Coordinator

## **TAB 15**



LLS Tax Solutions Inc.  
2172 W. Nine Mile Rd.  
#352  
Pensacola, FL 32534  
Telephone: 850-754-0311  
Email: [liscott@llstax.com](mailto:liscott@llstax.com)

December 8, 2022

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

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

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

## **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

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

## **TAX POSITIONS AND REPORTABLE TRANSACTIONS**

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

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

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

## **PROFESSIONAL FEES AND EXPENSES**

Our professional fees for the services listed above for the three annual bond years ending April 30, 2023, April 30, 2024, and April 30, 2025, is \$1,500, which is \$500 each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

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

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

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

## ACCEPTANCE

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

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

Very truly yours,  
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:  
Madeira Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

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

Print Name \_\_\_\_\_

Title \_\_\_\_\_

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