



Rizzetta & Company

# **Southaven Community Development District**

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## **Board of Supervisors' Meeting August 4, 2021**

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

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

## **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, FL 32084

<b>Board of Supervisors</b>	Walter O'Shea	Chariman
	Kevin Jund	Vice Chariman
	Roger Giddens	Assistant Secretary
	Guy Kindig	Assistant Secretary
	Richard Fetter	Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jonathan Johnson	Hopping Green & Sams, P.A.
	Katie Buchanan	Hopping Green & Sams, P.A.
<b>Interim Engineer</b>	Scott Lockwood	England, Thims & Miller

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

The first section of the meeting is called Public Comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

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 (904) 436-6270. 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..

# SOUTHAVEN

## COMMUNITY DEVELOPMENT DISTRICT

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

July 28, 2021

Board of Supervisors  
Southaven Community  
Development District

### AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Southaven Community Development District will be held on **Wednesday, August 4, 2021 at 10:00 a.m.** at the Markland Amenity Center located at 61 Clarissa Lane, St. Augustine, FL 32095. The following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of Meeting from Audit Committee Meeting held on May 5, 2021.....Tab 1
  - B. Consideration of the Minutes of Meeting from Regular Meeting held on May 5, 2021.....Tab 2
  - C. Ratification of the Operations and Maintenance Expenditures for March 2021, April 2021 and May 2021.....Tab 3
4. **STAFF REPORTS**
  - A. District Counsel
    - 1.) Update on E-Verify.....Tab 4
  - B. District Engineer
  - C. Landscape and Maintenance
    - 1.) *Yellowstone Landscape Report, August 2021 (Under Separate Cover)*
  - D. Amenity Manager and Field Maintenance
    - 1.) Amenity Manager Report, August 4, 2021.....Tab 5
    - 2.) *Field Service Manager Report, August 2021 (Under Separate Cover)*
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Discussion Regarding Rental Policies
  - B. Consideration of Proposals for HVAC Repair.....Tab 6
  - C. Consideration of Proposals for Drain Repairs.....Tab 7
  - D. Consideration of Proposal for Entry Light.....Tab 8
  - E. Consideration of Renewal Agreement with Yellowstone.....Tab 9
  - F. Consideration of Renewal Agreement with Vesta.....Tab 10

- G. Discussion Regarding POA Street Parking Restriction Request
- H. Public Hearing on Fiscal Year 2021-2022 Final Budget
  - 1.) Consideration of Resolution 2021-08, Approving Fiscal Year 2021-2022 Final Budget.....Tab 11
- I. Public Hearing on Special Assessments
  - 1.) Consideration of Resolution 2021-09, Imposing Special Assessments.....Tab 12
- J. Consideration of Resolution 2021-10, Setting the Date, Time and Location of Regular Fiscal Year 2021-2022 Meetings.....Tab 13
- K. Acceptance of Second Addendum to the District Management Agreement.....Tab 14
- 6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. **ADJOURNMENT**



# **AUDIENCE COMMENTS ON AGENDA ITEMS**

**CALL TO ORDER / ROLL CALL**

# **BUSINESS ADMINISTRATION**

## **Tab 1**

**MINUTES OF MEETING**

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

**SOUTHAVEN  
COMMUNITY DEVELOPMENT DISTRICT**

The **Audit Committee** meeting of Southaven Community Development District was held on **Wednesday, May 5, 2021 at 10:00 a.m.** at the Markland Amenity Center located at 61 Clarissa Lane St. Augustine, FL 32095.

Present and constituting a quorum:

Walter O'Shea	<b>Board Supervisor, Chairman (via speakerphone)</b>
Kevin Jund	<b>Board Supervisor, Vice Chairman (via speakerphone)</b>
Richard Fetter	<b>Board Supervisor, Assistant Secretary</b>
Guy Kindig	<b>Board Supervisor, Assistant Secretary</b>
Roger Giddens	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b>
Scott Lockwood	<b>District Engineer, England Thims &amp; Miller (via speakerphone)</b>
Dan Fagen	<b>Director of Operations, Vesta</b>
Johnathan Perry	<b>Field Manager, Vesta</b>
Lisa Licata	<b>Amenity Manager, Vesta</b>
April Day-Wolff	<b>Representative, Hines</b>
Garratt Cannady	<b>Representative, Yellowstone Landscaping</b>

Public in attendance

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Dobbins called the meeting to order at 10:02 a.m. and read roll call.

**SECOND ORDER OF BUSINESS**

**Review, Discuss and Evaluate the  
Proposals in Response to the Requests  
for District Auditing Services**

The Audit Committee reviewed and ranked two (2) proposals in response for District Auditing Services. Discussions ensued.

On a motion by Mr. Giddens, seconded by Mr. Kindig, by majority vote, with Mr. Fetter opposed, the Audit Committee selected McDirmit Davis for recommendation for audit services for Southaven Community Development District.
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**THIRD ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Kindig, seconded by Mr. Fetter, with all in favor, the Audit Committee adjourned the meeting at 10:29 a.m. at for Southaven Community Development District.

DRAFT

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

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## **Tab 2**



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**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.*

**SOUTHAVEN  
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Southaven Community Development District was held **Wednesday, May 5, 2021 at 10:00 a.m.** held at the Markland Amenity Center located at 61 Clarissa Lane, St. Augustine, Florida 32095. Following is the agenda for the meeting.

Present and constituting a quorum:

Walter O'Shea	<b>Board Supervisor, Chairman</b> (via Speakerphone)
Kevin Jund	<b>Board Supervisor, Vice Chairman</b> (via Speakerphone)
Richard Fetter	<b>Board Supervisor, Assistant Secretary</b>
Roger Giddens	<b>Board Supervisor, Assistant Secretary</b>
Guy Kindig	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b>
Scott Lockwood	<b>District Engineer, England-Thims and Miller, Inc.</b> (via Speakerphone)
April Day-Wolff	<b>Construction Administrator, Hines</b>
Dan Fagan	<b>Director of Operations, Vesta</b>
Lisa Licata	<b>Amenity Manager, Vesta</b>
Jonathan Perry	<b>Field Manager, Vesta</b>
Garrett Cannady	<b>Representative, Yellowstone Landscaping</b>

Audience in attendance and teleconference.

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

Ms. Dobbins called the meeting to order at 10:29 a.m. and read roll call.

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

No audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Special Meeting  
held February 10, 2021**

On a motion by Mr. Jund, seconded by Mr. Giddens, with all in favor, the Board approved the Minutes of the Board of Supervisors' Special Meeting held February 10, 2021 for Southaven Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Community Workshop held April 14,  
2021**

On a motion by Mr. Jund, seconded by Mr. Kindig, with all in favor, the Board approved the Minutes of the Community Workshop held April 14, 2021 for Southaven Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of the Operations and  
Maintenance Expenditures for January  
2021 and February 2021**

On a motion by Mr. Fetter, seconded by Mr. Kindig, with all in favor, the Board ratified Operations and Maintenance Expenditures for January 2021 in the amount of \$51,802.08 and February 2021 in the amount of \$80,421.38 for Southaven Community Development District.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Financial Report,  
Period Ending September 30, 2020**

On a motion by Mr. Kindig, seconded by Mr. Fetter, with all in favor, the Board accepted the Financial Report for Period Ending September 30, 2020 for Southaven Community Development District.

**SEVENTH ORDER OF BUSINESS**

**STAFF REPORTS**

- A. District Counsel  
Ms. Buchanan noted that Florida has now adopted into law the COVID Liability Act, which will take into consideration COVID recommendations to help act as a protective mechanisms.

## B. District Engineer

Mr. Lockwood reviewed his 2021 Annual District Engineer Report. He noted everything is being maintained well, but stated the roads could be re-stripped soon.

On a motion by Mr. Kindig, seconded by Mr. Fetter, with all in favor, the Board accepted the 2021 District Engineer Report for Southaven Community Development District.

Mr. Fetter then requested the District Engineer look at the traffic pattern at the entrance, which he noted sometimes there are seven (7) cars backed up to the main road. The Board authorized the District Engineer to research this matter.

## C. Landscape Report

1.) Yellowstone Landscape Report, April 2021

Mr. Cannady reviewed report and also brought to the Boards attention two (2) areas where he recommends upgrading the irrigation heads and system so there is better coverage.

## D. Amenity Report and Field Maintenance

1.) Amenity Manager Report, May 2021

2.) Field Operations Manager Report, May 2021

Ms. Licata reviewed report behind Tab 6 of the agenda and she highlighted that programs and events are back and residents are attending.

Mr. Fetter requested that metal gates stay open on weekends to help the wear and tear on them. Discussions ensued.

On a motion by Mr. Kindig, seconded by Mr. Fetter, with all in favor, the Board approved keeping the metal gates open on Saturdays and Sundays from 9:00 a.m. to 5:00 p.m. for Southaven Community Development District.

Ms. Licata also noted she is still working with the Sheriff on finding out whom is responsible for hitting a light pole with a box truck.

Mr. Perry reviewed his report under Tab 7 of the agenda. He also updated the Board that the HVAC system is in need of new coils which he has received two proposals for so far, which were \$6,400.00 and \$7,800.00. The Board requested reviewing proposals for replacing the entire system so that they may compare all options at a future meeting.

F. District Manager Report

Ms. Dobbins updated the Board that the insurance carrier, for the contractor who did the gate damage in the amount of \$5,685.00, has accepted responsibility for the full amount and a check should be received soon. She will update the Board once she has received it.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Yellowstone  
Drainage Proposal**

Mr. Cannady reviewed proposals for the Manor House lake bank drain and also the mailbox at the tennis court drain. Discussions ensued.

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board directed Yellowstone to install sod by the kayak launch instead of the drain and approved a not to exceed amount of \$3,000.00 for Southaven Community Development District.

Mr. Cannady also recommended moving forward with pine straw to the cordgrass beds along the lake bank at the Manor House (Exhibit A). Discussions ensued.

On a motion by Mr. Kindig, seconded by Mr. Giddens, with all in favor, the Board approved the Pine Straw proposal in the amount of \$2,400.00 and the Tennis Court drain under Tab 10 of the agenda in the amount of \$2,356.50 for Southaven Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of QuickCatch Renewal  
Proposal**

Ms. Dobbins presented the renewal under Tab 11, which decreased their monthly fee to \$225.00. There were concerns regarding if their services are truly available twenty-four (24) hours a day, seven (7) days a week, as advertised, due to a resident noting they could not reach someone after hours.

On a motion by Mr. Fetter, seconded by Mr. Kindig, with all in favor, the Board approved the QuickCatch renewal subject to confirming their services are available twenty-four hours a day, seven days a week for Southaven Community Development District.

**TENTH ORDER OF BUSINESS**

***Consideration of Clear Waters  
Renewal Proposal  
(Under Separate Cover)***

The Board reviewed options to renew at the same cost with paying for additional treatments separately or renewing at a fixed rate including additional treatments for a twenty-four (24) or thirty-six (36) month term.

On a motion by Mr. Kindig, seconded by Mr. Fetter, with all in favor, the Board approved the Clear Waters renewal for a thirty-six (36) month fixed rate of \$802.50 monthly, \$9,642.00 annually, for Southaven Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Discussion Regarding POA Street  
Parking Restrictions Request**

This item was tabled until the HOA could present more details regarding this request.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Audit Committee  
Recommendation**

On a motion by Mr. Kindig, seconded by Mr. Giddens, by majority vote, with Mr. Fetter opposed, the Board approved the Audit Committee recommendation of McDirmit Davis for Audit Services for Southaven Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-07,  
Approving Fiscal Year 2021-2022  
Proposed Budget and Setting Public  
Hearing**

The Board reviewed the Proposed Budget and discussed a list of critical maintenance items that are needed. The Board directed to add an additional \$10,000 to line seventy-two (72) for necessary repairs and/or replacements to the HVAC units.

On a motion by Mr. Fetter, seconded by Mr. Kindig, with all in favor, the Board adopted Resolution 2021-07, Approving the Fiscal Year 2021-2022 Proposed Budget and Setting the Public Hearing for August 4, 2021 at 10:00 am at the Markland Amenity Center located at 61 Clarissa Lane, St. Augustine, Florida 32095, for Southaven Community Development District.

The Board also discussed the importance of communicating more detail and history in a cover letter attached to the required mailed notice that will be sent to the Community regarding the proposed increase for Fiscal Year 2022.

**FOURTEENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Requests**

No audience comments.

No supervisors request.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Kindig, seconded by Mr. Fetter, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 12:54 p.m. for Southaven Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

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# **Exhibit A**





Proposal #119153

Date: 05/06/2021

From: Garrett Cannady

## Proposal For

Rizzetta &amp; Company, Inc.

2806 N. Fifth St  
Suite 403  
St. Augustine, FL 32084main: 904-436-6270  
mobile:  
sloadholtz@rizzetta.com

## Location

International Golf Pkwy  
,

Property Name: Southaven CDD

Pine Straw Install

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Pine Straw (Per Bale)	130.00	\$10.00	\$1,300.00
General Labor	20.00	\$55.00	\$1,100.00

## Client Notes

To provide and install pine straw to the Cordgrass beds along the lake bank around the manor house.

Signature

x

DocuSigned by:

Walter R O'Shea

5/10/2021

SUBTOTAL

\$2,400.00

SALES TAX

\$0.00

TOTAL

\$2,400.00

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: Walt O'Shea

Title: Chairman

Date: 05.10.21

## Assigned To

Garrett Cannady

Office:

ccannady@yellowstonelandscape.com

## **Tab 3**

# **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

## **Operation and Maintenance Expenditures March 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2021 through March 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$51,338.51**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Advanced Disposal St Johns County- PW	002247	PW0000097827	Acct # 003552 -02/21	\$ 181.18
Comcast	2021031121-1	8495741401213297	Wireless Telephone Services 02/21	\$ 609.84
Dustin Bradley Humbert	002256	Dustin Bradley	Dustin Bradley Music - 3hrs 03/21	\$ 400.00
England-Thims & Miller, Inc.	002253	0197159	Engineering Services 02/21	\$ 105.00
Florida Power & Light	002257	FPL Summary 02/21	FPL Summary 02/21	\$ 2,530.01
Hidden Eyes LLC dba Envera Systems	002248	INV000004288	Installed camera 03/21	\$ 321.28
Hopping Green & Sams	002249	120632	General Legal Services 01/21	\$ 1,595.00
McDirmit Davis & Company, LLC.	002258	47933	Audit Services FY 09/20	\$ 3,800.00
Newagetutors LLC BBA Global Tech	002252	2438	Website ADA Compliance 03/21	\$ 400.00
Newagetutors LLC BBA Global Tech	002252	2449	Website ADA Compliance 03/21	\$ 300.00
OnSight, Inc	002243	002-21-290287-1	New Signage 02/21	\$ 466.15
OnSight, Inc	002259	002-21-293140-1	New Signage 03/21	\$ 269.50
Poolsure	002244	131295598120	Water Management 03/21	\$ 412.50
Quick Catch, Inc	002254	18858	Monthly Snake Service 03/21	\$ 395.00
Rizzetta & Company, Inc.	002245	INV0000056962	District Management Fees 03/21	\$ 3,258.08

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
St Johns Utility Department	002250	SJC Utility Summary	St Johns County Utility	\$ 2,488.10
		02/21	Summary 02/21	
St Johns Utility Department	002262	SJC Utility Summary	St Johns County Utility	\$ 1,938.69
		03/21	Summary 03/21	
Sunbelt Gated Access Systems of Florida, LLC.	002246	00000219	Replaced Counter Probe	\$ 200.00
			Entry Slave 02/21	
Sunbelt Gated Access Systems of Florida, LLC.	002251	00000235	Repairs 02.21	\$ 775.00
Sunbelt Gated Access Systems of Florida, LLC.	002251	00000244	Replaced Counter Probe	\$ 400.00
			Entry Slave 03/21	
Sunbelt Gated Access Systems of Florida, LLC.	002251	72176	Replaced Counter Probe	\$ 3,770.00
			Entry Slave 01/21	
Vesta Property Services, Inc.	002260	380489	Amenity Management /	\$ 10,850.00
			General Facility Maint /	
Vesta Property Services, Inc.	002260	380991	Billable Mileage 02/21	\$ 24.49
Vesta Property Services, Inc.	002263	381458	Pressure wash 03.21	\$ 2,742.00
Wayne Automatic Fire Sprinklers, Inc.	002255	864959	Annual Fire Extinguisher	\$ 70.70
			Qtrly Inspection 01/21	
Yellowstone Landscape	002261	JAX 197257	Landscape Maintenance	\$ 13,035.99
			03/21	
<b>Report Total</b>				<b><u>\$ 51,338.51</u></b>

# **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.SOUTHAVENCDD.ORG

## **Operation and Maintenance Expenditures**

**April 2021**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$46,177.04**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Andrew VanZante	002293	041721	Deposit Refund 04/21	\$ 200.00
Atlantic Powder Coating	002270	3837	Powder Coasting seats 04/21	\$ 1,900.00
Christina Daniel	002288	041721a	Deposit Refund 04/21	\$ 500.00
Clear Waters, Inc.	002277	112512	Lake Management 03/21	\$ 680.00
Clear Waters, Inc.	002286	113260	Lake Management 04/21	\$ 680.00
Dog Waste Depot	002264	395194	Dog Waste Bags 03/21	\$ 96.91
Dustin Bradley Humbert	002278	Dustin Bradley 04/21	Live performance 04/21	\$ 400.00
Eason Enterprises, Inc dba Southeast Fitness Repair	002268	15179A	Labor Travel 03/21	\$ 305.00
Eason Enterprises, Inc dba Southeast Fitness Repair	002268	15360A	Labor Travel 03/21	\$ 184.00
Eason Enterprises, Inc dba Southeast Fitness Repair	002282	15519A	Labor Travel 04/21	\$ 246.04
Epic Pools & Hardscape Construction, Inc.	002289	26086	Repair to Sidewalk 04/21	\$ 1,250.00
Eric Head	002265	Erik Head 03.20.21	Area Rental Deposit refund 03.21	\$ 150.00
Hidden Eyes LLC dba Envera Systems	002280	700797	Service Call 03/21	\$ 2,977.93
Hidden Eyes LLC dba Envera Systems	002280	700798	Add Res 03/1/21-4/30/21	\$ 1,134.00
Hidden Eyes LLC dba Envera Systems	002280	701277	Maintenance 04/21	\$ 3,539.62

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	002271	121442	General Legal Services 02/21	\$ 3,656.13
Jennifer Edwards	002279	Jennifer Edwards	Area Rental 04/21	\$ 100.00
LLS Tax Solutions Inc.	002290	002267	Arbitrage Rebate	\$ 500.00
Margarita Man of St. Augustine LLC	002272	2021-0430	Calculation S2015A-1&2 Margarita Machine Rental 04/21	\$ 150.00
Marie Espedido	002266	Espedido 03.20.21	Rental Deposit refund	\$ 500.00
Michelle Conner	002287	041021	Deposit Refund 04/21	\$ 100.00
Newagetutors LLC BBA Global Tech	002276	2582	Website ADA Compliance 04/21	\$ 300.00
OnSight, Inc	002281	002-21-294303-1	New Signage 04/21	\$ 694.70
OnSight, Inc	002281	002-21-294307-1	New Signage 04/21	\$ 137.20
Poolsure	002267	131295598404	Water Management 04/21	\$ 412.50
Rizzetta & Company, Inc.	002273	INV0000057580	District Management Fees 04/21	\$ 3,258.08
Rizzetta Technology Services, LLC	002292	INV0000006890	Website & Email Hosting Services 03/21	\$ 175.00
Rizzetta Technology Services, LLC	002292	INV0000007374	Website & Email Hosting Services 04/21	\$ 10.00
Sunbelt Gated Access Systems of Florida, LLC.	002269	00000303	instalation 03/21	\$ 5,685.00
Sunbelt Gated Access Systems of Florida, LLC.	002283	72230	Decal replacement 03/21	\$ 979.90



# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Synergy Florida	002274	346445	Audio video system 04/21	\$ 1,462.49
The St. Augustine Record Dept 1261	002291	0003350498-01	Acct# 18938 Legal Advertising 04/21	\$ 121.17
Vesta Property Services, Inc.	002275	381793	Billable Mileage 03/21	\$ 48.98
Waste Management Inc. of Florida	002294	0000757-4032-4	Waste Disposal Services 04/21	\$ 111.40
Yellowstone Landscape	002284	JAX 210177	Landscape Maintenance 04/21	\$ 13,035.99
Yellowstone Landscape	002295	JAX 212881	Preserve Areas Tree Felling and Removeal	\$ <u>495.00</u>
<b>Report Total</b>				<b><u>\$ 46,177.04</u></b>

# **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.SOUTHAVENCDD.ORG

## **Operation and Maintenance Expenditures**

**May 2021**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2021 through May 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$60,076.48**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Andrea Plowden	002307	050321	Area Rental Deposit	\$ 100.00
Arnela Tatic	002315	051421	Refund 05/21 Deposit Refund - Arnela Tatic	\$ 100.00
Comcast	2021052721-1	8495741401210954	Wireless Telephone Services 05/21	\$ 146.39
Comcast	2021052721-1	8495741401213297	Wireless Telephone Services 05/21	\$ 573.45
Dog Waste Depot	002316	408407	Dog Waste Bags 05/21	\$ 96.91
England-Thims & Miller, Inc.	002304	0197780	Engineering Services 04/21	\$ 1,715.00
Florida Department of Health in St. Johns County	002318	55-BID-5304929	Pool Permit #55-60-1656278 2021/2022	\$ 350.00
Florida Power & Light	2021052721-2	FPL Summary 03/21	FPL Summary 03/21	\$ 28.18
Florida Power & Light	2021052721-2	FPL Summary 04/21	FPL Summary 04/21	\$ 2,635.05
Guy Kindig	002305	GK050521	Board of Supervisor Meeting 05/05/21	\$ 200.00
Hidden Eyes LLC dba Envera Systems	002310	701794	Alarm Monitoring Services 04/21	\$ 126.00
Hidden Eyes LLC dba Envera Systems	002317	702238	Monitoring 06/21	\$ 3,602.62
Hopping Green & Sams	002296	122024	General Legal Services 03/21	\$ 570.00
Howard Services, Inc.	002311	C-3962	Semi-Annual Mechanical Maintenance 05/14	\$ 255.96

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Howard Services, Inc.	002306	S-10745	A/C Repair 05/21	\$ 236.00
Leonardo Biondini	002312	050721	Deposit Refund Leonardo Biondini	\$ 100.00
Lighthouse Prep	002297	042721	Deposit Refund - Lighthouse Prep	\$ 500.00
Newagetutors LLC BBA Global Tech	002314	2660	Website ADA Compliance 05/21	\$ 300.00
Poolsure	002319	131295599096	Water Management 05/21	\$ 412.50
Rizzetta & Company, Inc.	002298	INV0000058146	District Management Fees 05/21	\$ 3,258.08
Rizzetta Technology Services, LLC	002299	INV0000007469	Website & Email Hosting Services 05/21	\$ 115.00
St Johns Utility Department	002308	SJC Utility Summary 04/21	St Johns County Utility Summary 04/21	\$ 2,256.79
Thibault's Electrical Service, Inc.	002300	33270	Pole Lights Repair 03/21	\$ 2,516.78
Turner Pest Control LLC	002309	7205014	Monthly Pest Control 01/21	\$ 73.50
Turner Pest Control LLC	002309	7262832	Monthly Pest Control 02/21	\$ 73.50
Turner Pest Control LLC	002309	7334583	Monthly Pest Control 03/21	\$ 73.50
Turner Pest Control LLC	002309	7414685	Monthly Pest Control 04/21	\$ 73.50
Turner Pest Control LLC	002320	7486693	Monthly Pest Control 05/21	\$ 73.50

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	002313	379849	Reimburse Purchases 01/21	\$ 582.32
Vesta Property Services, Inc.	002321	381367	Billable Expenses 02/21	\$ 1,329.88
Vesta Property Services, Inc.	002301	382071	Amenity Management / General Facility Maint /	\$ 10,850.00
Vesta Property Services, Inc.	002301	382778	Supplies 03/21	\$ 435.29
Vesta Property Services, Inc.	002321	383613	Amenity Management / General Facility Maint /	\$ 10,340.00
Vesta Property Services, Inc.	002313	383960	Billable Mileage 04/21	\$ 48.98
Vesta Property Services, Inc.	002313	384223	Reimburse Purchases 04/21	\$ 1,109.87
Waste Management Inc. of Florida	002302	00001902-4032-5	Waste Disposal Services 05/21	\$ 111.94
Yellowstone Landscape	002303	JAX 214330	Dog Park Drainage 04/21	\$ 1,670.00
Yellowstone Landscape	002322	JAX 221629	Landscape Maintenance 05/21	<u>\$ 13,035.99</u>
<b>Report Total</b>				<b><u>\$ 60,076.48</u></b>

# STAFF REPORTS

# District Counsel

## **Tab 4**





Company ID Number: \_\_\_\_\_

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of



the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	



# District Engineer

*Acceptance of 2021 Annual  
Engineer Report  
(Under Separate Cover)*

# **Landscape and Maintenance**



*Yellowstone Landscape Report, August  
2021  
(Under Separate Cover)*

# **Amenity Manager and Field Maintenance**

## **Tab 5**



*Amenity Manager Report*  
***Southaven CDD Meeting***  
*August 4th, 2021*

Date of Report: August 4<sup>th</sup>, 2021

Submitted by: Lisa Licata

---

○ ***Upcoming Events***

- **Back to School Bash:** Friday, August 27<sup>th</sup> 5:30-8:30pm
- **Friday Fun Day:** Friday, September 24<sup>th</sup> 5:30-8:30pm
- **Fiesta Friday:** Friday, October 15<sup>th</sup> 5:30-8:30pm

○ ***Concluded Event***

- Friday on the Lawn 6/25
- Golf Cart Parade 7/3

○ ***Amenity Center***

- I have 312 families registered at the Manor House of which 307 are living in Markland.
- Amazon Rep-Stace Faulk-to present about Amazon Scanner to the board
- Grilling at the pool
- Full capacity rental in Social Room
- Pool Party Revenue Since 4/17- \$450 Total Rental Revenue since 4/1-\$950
- Swim Lessons revenue profit sharing will be sent November. So far, District has made over \$2000.
- Food Trucks twice a week.







# open for delivery

Add convenient, authorized entry to your apartment lobby or package room.

# Key For Business Highlights



More Secure | More Accurate | More Consistent

## What Is Amazon KFB?

- A commercially proven program to increase security, accuracy, convenience, and consistency of deliveries.
- Typically one small 3x2.5 in. cellular device is needed for each property. It requires only cell phone signal, and is installed out of the public's eye.
- This device connects to our delivery app, allowing only authorized personnel to see step by step instructions, specific to your property.
- Geo-location provided by the device, reduces delivery errors by ensuring we show up to the right place with the right package.
- KFB now alerts our systems quicker, giving tenants more real time updates.
- KFB provides us details on: who, when, and how long our personnel was on-site.



## Frequently Asked Questions

Q: How much does it cost and what's my obligation and liability?

A: There is no cost or commitment to those who currently enroll in this program. Liability for lost, stolen, or damaged packages, still remains on Amazon.

Q: What does the install entail?

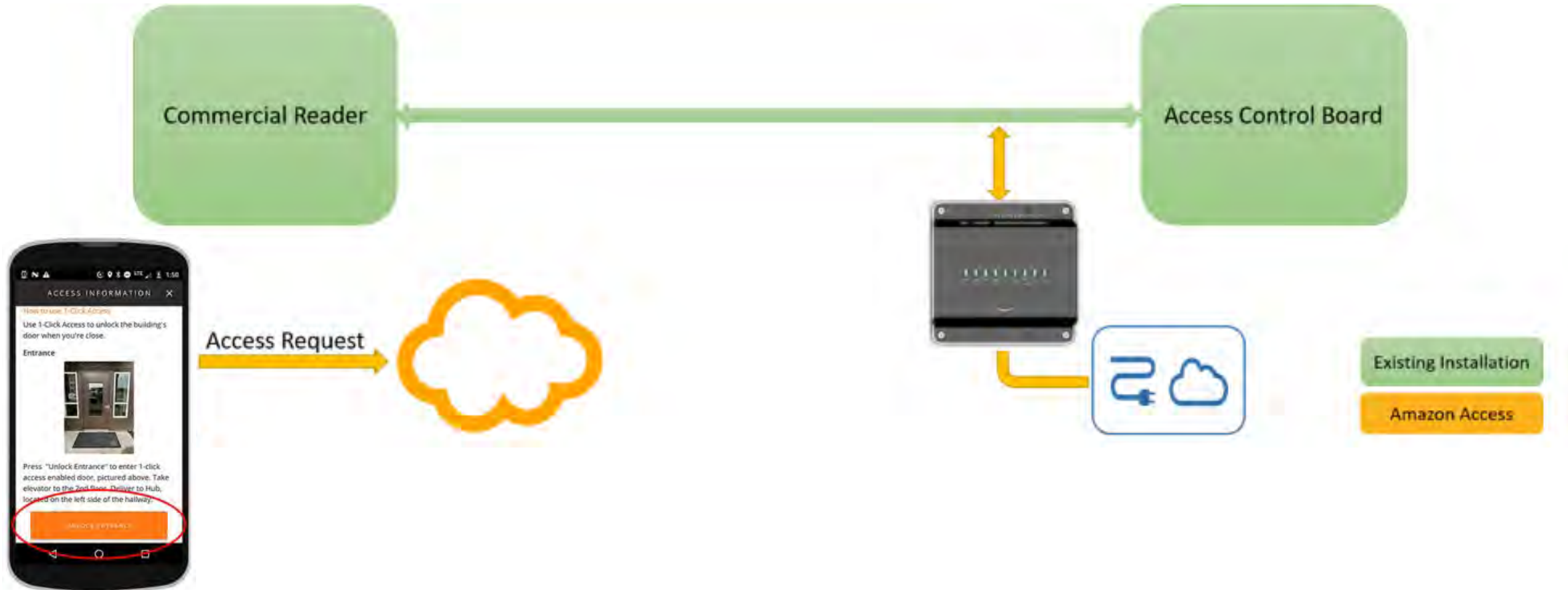
A: The install is brief, non invasive, and will not interrupt current operations. Most installs are completed within an hour of arrival.

Q: Does this give Amazon more access to our property?

A: No. We are gaining access to the property now. With KFB, it will now be tracked, controlled, and efficient. You can also set specific delivery hours of operations, and adjust them at any time.

# How it Works

- Real time AWS Cloud access is only given for authorized & authenticated amazon employees.
- Authentication is only given once per delivery, when located at the right property, with the correct package.
- Once authenticated, KFB connection pings the existing access system during specified delivery time-frames, revealing your properties step-by-step instructions with pictures and Geo Coordinates on our delivery app.





# Amazon Key for Business

- Amazon Key for Business:
  - On-site Channel Director:
    - Jeremy Arthur: arthjere@amazon.com
  - Operations:
    - Diane Diaz: dizzidi@amazon.com
  - Field Operations:
    - Devin Dickson: devidic@amazon.com



Thank You



*Field Service Manager Report,*  
*August 2021*  
*(Under Separate Cover)*

# District Manager

# **BUSINESS ITEMS**

# **Discussion Regarding Rental Policies**

## **Tab 6**

**Chiller Medic Inc.**

2745 Industry Center Rd., Ste. 7

St. Augustine, FL 32084

Phone: (904) 814-9677

E-mail: David@chillermedic.com, Faye@chillermedic.com

**Estimate**

7/19/2021

**Service Information**

South Haven CDD

Lisa Licata

61 Clarissa Lane

Saint Augustine, FL 32095

Contact: Lisa Licata

Phone: (904) 315-5171

E-mail: llicata@vestapropertyservices.com

**Billing Information**

South Haven CDD

Lisa Licata

61 Clarissa Lane

Saint Augustine, FL 32095

**Job Name**

GM071921-Lisa licata-1

**Job Type**

Estimate

**PO #****Invoice #****Scheduled**

07/19/2021

**Start**

11:00 AM

**End**

12:00 PM

Item	Description	Quantity	Rate	Amount
01 Labor	To replace indoor coils to air handlers #3 and #4 with new coils from the manufacture. Price includes labor and cost for the indoor coils, refrigerant isn't part of the price and will be charged \$60 per pound on top the the quote given due to rising cost for refrigerant. Coils will have a 1 year part warranty and a 30 day labor warranty.	1.0000	\$5,500.0000	\$5,500.00

Estimate is good for 30 days

Payment Total: \$0.00

**Total: \$5,500.00****Total Due: \$5,500.00****Access Code****Return Visit Req'd?****Job Notes and Instructions:**

---

3% Charge for all electronic transactions! Estimates are good for 30 days only.

Signature: x \_\_\_\_\_



**Chiller Medic Inc.**

2745 Industry Center Rd., Ste. 7

St. Augustine, FL 32084

Phone: (904) 814-9677

E-mail: David@chillermedic.com, Faye@chillermedic.com

**Estimate**

7/19/2021

**Service Information**

South Haven CDD

Lisa Licata

61 Clarissa Lane

Saint Augustine, FL 32095

Contact: Lisa Licata

Phone: (904) 315-5171

E-mail: llicata@vestapropertyservices.com

**Billing Information**

South Haven CDD

Lisa Licata

61 Clarissa Lane

Saint Augustine, FL 32095

**Job Name**

GM071921-Lisa licata-2

**Job Type**

Commerical Install

**PO #****Invoice #****Scheduled**

07/19/2021

**Start**

11:00 AM

**End**

12:00 PM

Item	Description	Quantity	Rate	Amount
05 Estimate	<p>To change out existing 3.5 and 2 ton systems with the same size equipment and they will be 14 seer trane heat pump systems. Will connect to existing line set,electrical and ductwork. Will come with new 5kw and 10kw get strips. The price is for all the labor and equipment/parts to do with the equipment if any issues are found for the ductwork or line set will inform maintenance or management if Any extra work is needed and if it needs to have a price qouted.</p> <p>System has a 5 year part warranty as it is a commercial application Has a 1 year labor warranty</p>	1.0000	\$9,200.0000	\$9,200.00

Payment Total: \$0.00

**Total: \$9,200.00****Total Due: \$9,200.00****Access Code****Return Visit Req'd?****Job Notes and Instructions:**

---

3% Charge for all electronic transactions! Estimates are good for 30 days only.

**GM071921-Lisa licata-2 Estimate (continued)**

Signature:           x



## SERVICE PROPOSAL

7/16/2021

SUBMITTED TO:	JOB INFORMATION:	
Southaven CDD Markland Amenity Center 61 Clarissa Ln. St. Augustine, Fl. 32095	NAME:	
	ADDRESS:	
	CITY/STATE:	
	CONTACT:	PHONE:

Howard Services, Inc. is pleased to offer for your acceptance our Proposal to replace two evaporator coils for the Lennox air handlers #3 and #4.

### **PRICE INCLUDES:**

Evaporator Coils  
Driers  
Refrigerant  
Labor

**WE PROPOSE** to hereby furnish materials and labor in accordance with the above specifications, for the amount of:

Seven Thousand Eight Hundred and Twenty Nine Dollars and 55/100 Dollars  
\$7,829.55

*P.O. Box 5637 • Jacksonville, Florida 32247-5637 • (904) 398-1414  
FL CAC023502 • GA CN0055014  
www.howardserviceshvac.com*

## **TERMS, CONDITIONS AND WARRANTY**

1. Howard Services, Inc. will complete all work in a workmanlike manner according to standard trade practices and will guarantee our technical services for 90 days from date of completion, subject to the exclusions and conditions set below.
2. All parts supplied by Howard Services, Inc. are warranted for a period of one year from date of purchase to be free from defects in material and workmanship; provided that no warranty is made against corrosion or deterioration, or with respect to suitability of substitute materials used because of government regulations.
  - A. Provided further, no warranty, parts or labor, is made, unless the A/C system has been properly "cleaned up" and inspected before start-up in accordance with Howard Services, Inc. recommendations and instructions and/or unless the compressor is rebuilt to manufacturer's instructions and specifications.
  - B. The owner/operator has the responsibility and obligation to supply proper and adequate power to the equipment covered by this warranty and to operate it properly according to the manufacturer's instructions and specifications.
  - C. The owner/operator has the responsibility and obligation to supply proper and adequate power to the equipment covered by this warranty and to operate it properly according to the manufacturer's instructions. This part of the labor warranty does not apply if power deficiency, lightning, single phasing cause failure, phase reversal, negligent operation or maintenance, or circumstances beyond the control of Howard Services, Inc.
3. When provided, we certify that we will perform Eddy Current Testing in a professional manner using qualified personnel and accepted testing practices recommended by the American Society of nondestructive testing (A.S.N.T.) Eddy Current Testing indicates the general condition of the tubes at the time of the testing but cannot specifically identify all tube defects or be used to predict tube life. Tube conditions will change with time during normal operations. Therefore, Howard Services, Inc. cannot be responsible for financial or other damages which may result from any errors made testing, interpretation of test results or operation or failure of tubes it has tested.
4. No liability whatever shall attach to Howard Services, Inc. until the products or services have been paid for and said liability shall be limited to the purchase price. Payment terms for services or materials provided hereunder will be net 30 days unless contrary terms appear on the face hereof otherwise expressly agreed in writing by Howard Services, Inc. reserves the right to add to any account outstanding for more than 30 days a service charge of 1 ½ % of the principal amount due at the end of each month.
5. THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES EXPRESSED OR IMPLIED IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OR MERCHANT ABILITY AND FITNESS FOR PARTICULAR USE.
6. The venue for any legal action related to/or concerning this agreement shall be Duval County, Florida. In any such proceedings, the prevailing party shall be entitled to recover attorney's fees, including fees on appeal.

**PAYMENT TERMS:**

☐ Prices quoted above are due Net 30 days from invoice date.

Please remit payments to:     Howard Services, Inc.  
   P.O. Box 5637  
   Jacksonville, Florida 32247-5637

Authorized Signature:           *Jay Hoggard*          

We may withdraw this proposal if not accepted within 30 days of today's date:           07/16/2021          

---

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, terms, conditions and warranty are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

## **Tab 7**



Proposal #139927

Date: 07/07/2021

From: Michael Scuncio

## Proposal For

### Southaven CDD

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

main: 904-436-6270  
mobile:  
sloadholtz@rizzetta.com

## Location

### International Golf Pkwy

St. Augustine, FL 32095

Property Name: Southaven CDD

Drainage behind Amenity Center

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Drain box	3.00	\$428.57
Drain Pipe	2.00	\$514.28
Pipe Tape	1.00	\$22.86
Couplings	3.00	\$51.43
General Labor	18.00	\$1,166.90

---

Client Notes



Signature  X	SUBTOTAL	\$2,184.04
	SALES TAX	\$0.00
	TOTAL	\$2,184.04

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	Assigned To
Print Name: _____	Michael Scuncio
Title: _____	Office:
Date: _____	mscuncio@yellowstonelandscape.com





Proposal #139928

Date: 07/07/2021

From: Michael Scuncio

## Proposal For

### Southaven CDD

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

main: 904-436-6270  
mobile:  
sloadholtz@rizzetta.com

## Location

### International Golf Pkwy

St. Augustine, FL 32095

Property Name: Southaven CDD

Drainage along walkway near mailbox

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Drainbox	4.00	\$571.42
Pipe	4.00	\$1,028.56
Drain Pop up	4.00	\$342.85
rock	9.00	\$2,365.68
General Labor	40.00	\$2,593.10

---

Client Notes



Signature

x

SUBTOTAL	\$6,901.61
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SALES TAX	\$0.00
-----------	--------

TOTAL	\$6,901.61
-------	------------

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

Michael Scuncio  
Office:  
mscuncio@yellowstonelandscape.com



Proposal #139922

Date: 07/07/2021

From: Michael Scuncio

## Proposal For

### Southaven CDD

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

main: 904-436-6270  
mobile:  
sloadholtz@rizzetta.com

## Location

### International Golf Pkwy

St. Augustine, FL 32095

Property Name: Southaven CDD

Drain beside mailbox

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Roll of Pipe	1.00	\$257.14
Drain Pop up	3.00	\$257.14
Rock	2.50	\$657.13
General Labor	18.00	\$1,166.90

---

Client Notes



Signature

X

SUBTOTAL \$2,338.31

SALES TAX \$0.00

TOTAL \$2,338.31

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

Michael Scuncio

Office:  
mscuncio@yellowstonelandscape.com



Proposal #139918

Date: 07/07/2021

From: Michael Scuncio

## Proposal For

### Southaven CDD

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

main: 904-436-6270  
mobile:  
sloadholtz@rizzetta.com

## Location

### International Golf Pkwy

St. Augustine, FL 32095

Property Name: Southaven CDD

Drainage at Mailbox

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Dual Port Drain Box	2.00	\$285.71
Roll of Sock Pipe	1.00	\$257.14
Drain Pop up	2.00	\$171.43
General Labor	14.00	\$907.59

---

Client Notes





Signature

X

SUBTOTAL	\$1,621.87
SALES TAX	\$0.00
TOTAL	\$1,621.87

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  
Michael Scuncio  
Office:  
mscuncio@yellowstonelandscape.com

## **Tab 8**

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

# Estimate

Estimate #	Date
SignLights	7/20/2021

Name / Address
Markland- Southaven CDD 2001 International Golf Parkway St Augustine, FL 32095 lerasmus@vestapropertyservices.com

Item	Description	Qty	Rate	Total
Quote	Remove (2) existing sign light fixtures, replace with (2) new 8' LED sign light fixtures.	1	5,488.69	5,488.69
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>	\$5,488.69

Signature \_\_\_\_\_

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



## **Tab 9**



## *Landscape Management Agreement*

---

**Client Name/Billing Address:**

**Property Name/Address:**

**Property Contact:**

**Tel:**  
**Email:**

**Contractor:**

Yellowstone Landscape – Southeast, LLC  
(d/b/a Yellowstone Landscape)  
PO Box 849  
Bunnell, FL 32110

**Effective Date:**  
**Expiration Date:**  
**Initial Term:**

**Branch Office Contact:**

**Tel:**  
**Email:**

---

### **Scope of Services:**

The Client agrees to engage Yellowstone Landscape – Southeast, LLC (d/b/a Yellowstone Landscape) to provide the Services and work described in the attached Exhibit(s)

### **Compensation Schedule:**

*Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on page 2.*

**THE TERMS AND CONDITIONS ON PAGE 2 AND THE EXHIBITS ATTACHED HERETO CONSTITUTE PART OF THIS AGREEMENT.**

**PRESENTED BY:**  
**YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC**  
**(d/b/a Yellowstone Landscape)**

**ACCEPTED BY:**  
**CLIENT**

By/Date: \_\_\_\_\_

By/Date: \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

\_\_\_\_ Owner \_\_\_\_ Agent

## TERMS AND CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape – Southeast, LLC's (d/b/a Yellowstone Landscape) (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality and Working Conditions:** The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to:

**Yellowstone Landscape – Southeast, LLC**

**PO Box 101017**

**Atlanta, GA 30392-1017**

**Termination for Cause:** If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Dispute Resolution and Choice of Law:** The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, FL for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, FL. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, FL.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- Worker's Compensation Insurance with statutory limits;
- Employer's Liability Insurance with limits of not less than \$1,000,000;
- Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



Southaven CDD  
JAX  
Exhibit A  
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing - Includes mowing, edging, string-trimming and cleanup.	\$67,516.56
Detailing - Includes shrub pruning, tree/palm pruning and weeding.	\$41,677.71
IPM - Fertilization & Pest Control - Fertilization/fungicide/insecticide/herbicide/etc.	\$14,400.00
Irrigation Inspection (12x)	\$7,200.00

Annual Core Total	\$130,794.27
-------------------	--------------

Additional Services

Ornamental Grass Cutbacks	\$5,760.00
Annual Flower Rotations (4x)	\$5,637.60
Mulch Removal (1x) 325 yds	\$32,042.25
Mulch Installation (1x) 400 yds	\$20,000.00

Additional Services Total	\$63,439.85
---------------------------	-------------

GRAND TOTAL ANNUAL \$194,234.12

MONTHLY \$16,186.17



Client: Southaven CDD  
Service Area: JAX  
Effective Date: 10/1/21

## Exhibit B - Performance Standards

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please feel completely free to ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
<i>Mowing</i>	
Policing/Monitoring Property	52
60" Walk Behind (St. Augustine)	42
Backpack Lf (St. Augustine)	42
Hard Edging (St. Augustine)	42
Soft Edging (St. Augustine)	21
<i>Detailing</i>	
Weeding Manual - Beds	As Needed
Weeding Non-Selective Herbicide-Beds	As Needed
Medium Trees (10' and below) Pruning	As Needed
Shrubs Pruning	As Needed
<i>IPM - Fertilization &amp; Pest Control</i>	
<i>Fertilization</i>	
St. Augustine/Zoysia	6
Medium Trees (10' - 20')	1
Shrubs	2
<i>Chemical - Turf</i>	
St. Augustine/Zoysia – Blanket Insecticide	2
St. Augustine/Zoysia – Blanket Herbicide	4
<i>Chemical - Shrubs/Trees</i>	
Shrubs-Fungicide	2
Shrubs-Insecticide	2
Shrubs-Pre-Emergent	2
Small/Medium Trees-Fungicide	1
Small/Medium Trees-Insecticide	1
<i>Irrigation Inspection</i>	
# of Checks	12
<i>Palm Pruning</i>	
Palm Pruning (entire property)	1
<i>Annual Flowers</i>	
Standard Annuals	4
Annuals Bed Soil Replenishment	1
Annual Flower Bed Maintenance	As needed
<i>Subcontract Services</i>	
Mulch Installation (400 yds)	1
Mulch Removal (325 yds)	1

Client Initial: \_\_\_\_\_

*Creating premier properties. Building lasting relationships.*

Page 4 of 5

Client Initial: \_\_\_\_\_

*Creating premier properties. Building lasting relationships.*

Page 4 of 5

## What you can expect from us as our valued Client!

### Communication

- You need to know what's going on. Most frustration comes from not knowing. We've confronted this issue head on-our systems put communication first. Clients have a single point of contact regardless of the stage of their job. There are regular updates and we always welcome lots of feedback. It is our policy to be honest and responsive at all times and our objective is complete customer satisfaction.

### Customization

- One size doesn't fit all. Every property we service has its own set of needs and issues. Our experienced staff and integrated approach allow us to find unique solutions to meet most property or budget constraints. It is our focus to be as flexible as possible so that we find the best solution and our customer experience is stress free.

### Proactivity

- We'll fix it before it's a problem. The last thing we want is for our clients to point out something we've missed. We've built our service programs around proactivity and our professionals strive to catch every detail before someone else does. Procedures, checklists and training all focus on one result-making sure our customers don't have to manage our work.

### Personnel

- We understand that our personnel are perceived as your representatives while on your property; rest assured in knowing they will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner.
- All of our services are coordinated to minimize disruption and maximize safety to people and vehicular traffic.
- We provide all labor, transportation and supervision necessary except in circumstances where we may use a reputable subcontractor (e.g. palm pruning, mulch, and irrigation) to carry out the task.
- Should we accidentally damage anything on your property, we will promptly make repairs at no cost to you.

### Our Vehicles and Equipment

- Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel.
- All trailers, storage facilities, and maintenance equipment are in good condition and present a clean and neat appearance.
- Tools and equipment will be properly suited to the task at hand and used with safety gear when necessary.

### Additional Services

- We will gladly provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements at an additional charge with written approval from one of your authorized representatives. Our landscape design team and enhancement crews are ready when you are!

### Additional Provisions

- Your personal Account Manager will conduct inspections on a monthly basis to assess and remedy landscape maintenance deficiencies as soon as possible.
- We offer a 24 hour contact list for use in case of emergencies.
- Removal of all landscape debris generated on the property during landscape maintenance is our sole responsibility, at no additional expense to you.
- Access to a water source on your property must be provided for use in spray applications.
- All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- We will frequently assess, identify, and notify you of any landscape conditions that affect long-term health including our suggestions regarding the best course of action. While we can't guarantee the survival of plant material, since it is a living thing, any plant material that dies as a direct and identifiable result of improper maintenance practices will be replaced at no additional cost to you.

## **Tab 10**

Southaven Community Development District

**Vesta Property Services, Inc.**

**Property Management & Maintenance Services**

**FY'22**

*Markland*

Submitted by:



**Vesta Property Services, Inc.**

245 Riverside Avenue, Suite 250

Jacksonville, Florida 32204

(904) 355-1831



## **I. PROPOSED SERVICES**

The District's detailed scope-of-work is outlined as follows:

- A. Management Services
  - 1. Facility and Lifestyle Management
  - 2. Field Operations Management
- B. Maintenance Services
  - 1. Swimming Pool Maintenance
  - 2. Janitorial Maintenance
  - 3. Amenity Facility and Gate House Maintenance
  - 4. Common Grounds Maintenance

## **II. Management Services**

The ***Facility and Lifestyle Manager*** shall have the responsibilities of overseeing all recreation complex activities. Duties include:

- 1. Provide general community information to residents and home-sales prospects.
- 2. Issue "Welcome Packages" to new residents, which may include amenity use policies, amenity access cards, mailbox keys, entry bar code decals, website and contact numbers, and other useful information.
- 3. Track issuance of amenity area access cards and entry bar codes including an up-to-date list of residents' contact information.
- 4. Monitor the use and condition of the facilities to ensure safe operations and consistent enforcement of District policies.
- 5. Identify and resolve issues on behalf of the District and/or its residents.
- 6. Provide a monthly report including activities for the previous month.
- 7. Provide a calendar of upcoming events and activities.
- 8. Act as the point of contact for resident concerns and respond in a timely and professional manner to all inquiries.
- 9. Coordinate, plan, advertise and execute special events for residents at the direction of the District. Pre-approved community programs duties include; program scheduling, registration, payment collection, staffing and other related duties.

*Note: The Facility and Lifestyle Manager shall work 40 hours per week.*

The ***Field Operations Manager*** will have general oversight of District owned improvements within the Southaven District. Areas include the Manor House, gate house and entry, parks and green space, roadways and storm water facilities. Responsibilities include:

- 1. Act as the primary point of contact for service providers.
- 2. Implement District Board directives on a timely basis.
- 3. Advise the C.D.D. of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear-and-tear," natural disasters, vandalism, etc. and secure cost estimates for same.
- 4. Create a detailed scope of work for projects requiring additional contractors. Secure cost estimates and initiate work once approval is granted.

5. Implement District Board directives on a timely basis.
  6. Hold all service providers accountable to a high standard of performance.
- Note: Field Operations Management services shall not exceed six (6) hours weekly.*

### **III. Maintenance Services**

#### **A. Pool Maintenance**

1. Provide all necessary services to maintain pool facilities as required by Chapter 64E-9.004(13), FAC. (The pool has a sand filtration system.)
2. Conduct all necessary tests of pool chemicals as required and maintain levels established in Chapter 64E-9.004(d). Operate filtration and recirculation systems and clean all strainers.
3. Maintain proper pool level and filtration rates.
4. Manually skim, brush, and vacuum pools as necessary.
5. Inspect and document that all systems are maintained in proper working condition weekly.
6. The pool equipment area is always to be kept in good order .
7. Monthly pool maintenance logs shall be provided to the Property Manager.
8. Advise the community of any necessary repairs, cleaning, or replacement items required due to “normal wear & tear,” “acts of God,” or vandalism

*Note: Maintenance shall be performed three days per week.*

#### **B. Janitorial Services**

1. Provide all necessary services to maintain the facility’s interior.
2. Maintain exceptional level of general appearance at all times by vacuuming, dusting, mopping tile areas, cleaning windows (including window ledges and blinds) cleaning/dusting interior and exterior fans, and cleaning and restocking restrooms (toilets and bases of toilets, counters and mirrors).
3. Empty all trash cans.
4. Clean fitness equipment and playground equipment weekly.
5. Bathroom cleaning includes all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed.
6. Indoor cleaning of the Gate House.
7. Straightening of all furniture and fixtures.

*Note: Janitorial services are provided 3 days per week.*

#### **C. Manor House and Gate House Maintenance**

1. Daily cleaning of all outdoor structures.
2. Blow off all walkways and pool deck regularly.
3. Thorough removal of debris and trash in and around the facility.
4. Clean soffits, ceiling fans, light fixtures and all outdoor ceiling surfaces.
5. Blow off entire pool deck and all entryways.
6. Removal of spider webs, wasps’ nests, mud daubers, etc.
7. Inspect and document fitness equipment condition weekly and report repairs as needed.
8. Monitor the condition of all doors, fencing, and gates.

9. Replace inside/outside lights and AC filters as needed.
10. Inspect and document lighting, audio systems, security cameras and access controls and ADA lift are functioning properly on a weekly basis.
11. Inspect and document condition of playground equipment weekly.

*Note: Facility maintenance services provided 5 days per week*

**D. Common Grounds Maintenance**

1. Removal of naturally occurring and construction debris from the following areas
  - a. Right-of-ways
  - b. Community entrance areas
  - c. Walking paths
  - d. Preserves
  - e. Community Parks
  - f. Storm drains and washouts
2. Empty trash cans
3. Remove animal waste stations

*Note: Common ground maintenance services are provided twice weekly*

**E. Utility Vehicle Rental**

Used for common grounds maintenance duties including trash and debris removal. Includes fuel and transportation to and from the community. The vehicle is provided twice weekly and available for additional cleaning upon approval from the board.

**IV. Proposed Fees**

- A. Management Services: \$70,579
- B. Maintenance Services: \$68,569.00

**V. Other**

**A. Insurance:**

Vesta shall carry general liability coverage of at least \$1,000,000, including employer's liability coverage of \$250,000.00, as well as professional liability insurance.

Vesta shall be responsible for all necessary insurance payments (including workman's compensation), payroll taxes, and the provision of various benefits on behalf of its staff.

**B. Uniforms:**

Staff shall wear company uniforms, provided by Vesta

**C. Mileage:**

Vesta shall be responsible for regular mileage within the community while on site however, any mileage incurred offsite for the benefit of the community such as acquiring parts or supplies for repairs or in an effort to avoid delivery fees, shall be billable to the community. Trips that will result in a mileage expense must be approved by the District Manager or

Community Director. Mileage will be reimbursed consistent with the IRS rate. A mileage report will be submitted with the invoice stating the date, miles, and purpose.

D. Storm preparation and recovery:

Additional hours incurred for the purposes of preparing the facility for extreme weather conditions or recovery after a storm event are billable at a rate of \$29.00 hourly.

E. Revenue Share:

Vesta shall remit 10% of all revenue generated by Vesta sponsored activities such as fitness classes and swim lessons.

F. Terms:

1. Vesta shall invoice once monthly.
2. Invoices shall be paid net thirty (30) days upon receipt.
3. Residents shall pay an hourly rate identified by Vesta for staffed, private rentals of the amenities and district sponsored events.

# **Discussion Regarding POA Street Parking Restriction Request**

# **Public Hearing on Fiscal Year 2021-2022 Final Budget**

## **Tab 11**

## **RESOLUTION 2021-08**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2021, submitted to the Board of Supervisors ("**Board**") of the Southaven Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.



- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Southaven Community Development District for the Fiscal Year Ending September 30, 2022."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND – SERIES 2015A-1	\$_____
DEBT SERVICE FUND – SERIES 2015A-2	\$_____
DEBT SERVICE FUND – SERIES 2016A-1	\$_____
DEBT SERVICE FUND – SERIES 2016A-2	\$_____
TOTAL ALL FUNDS	\$_____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

ATTEST:

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_



Rizzetta & Company

# **Southaven Community Development District**

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

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**Proposed 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)

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Rizzetta & Company

**Proposed Budget**  
**Southaven Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ 650,004	\$ 651,637	\$ 651,637	\$ -	\$ 739,172	\$ 87,535	All units on tax roll.
6								
7	<b>TOTAL REVENUES</b>	<b>\$ 650,004</b>	<b>\$ 651,637</b>	<b>\$ 651,637</b>	<b>\$ -</b>	<b>\$ 739,172</b>	<b>\$ 87,535</b>	
8								
14	<b>EXPENDITURES - ADMINISTRATIVE</b>							
15								
16	Legislative							
17	Supervisor Fees	\$ 600	\$ 600	\$ -	\$ (600)	\$ -	\$ -	
18	Financial & Administrative							
19	Administrative Services	\$ 4,050	\$ 5,400	\$ 5,400	\$ -	\$ 5,508	\$ 108	
20	District Management	\$ 11,250	\$ 15,000	\$ 15,000	\$ -	\$ 15,300	\$ 300	
	District Engineer							
21		\$ 3,185	\$ 3,500	\$ 2,000	\$ (1,500)	\$ 2,000	\$ -	Based on Mtg Attendance & Report Only
22	Disclosure Report	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	
23	Trustees Fees	\$ 5,708	\$ 7,000	\$ 6,500	\$ (500)	\$ 7,000	\$ 500	YTD Actuals
24	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,100	\$ 100	
25	Financial & Revenue Collections	\$ 2,700	\$ 3,600	\$ 3,600	\$ -	\$ 3,672	\$ 72	
26	Accounting Services	\$ 11,323	\$ 15,097	\$ 15,097	\$ -	\$ 15,399	\$ 302	
27	Auditing Services	\$ 3,800	\$ 3,800	\$ 3,800	\$ -	\$ 3,800	\$ -	
28	Arbitrage Rebate Calculation	\$ 1,500	\$ 1,500	\$ 1,000	\$ (500)	\$ 1,000	\$ -	2 Bonds
29	Public Officials Liability Insurance	\$ 2,537	\$ 2,537	\$ 2,540	\$ 3	\$ 2,800	\$ 260	Per Insurance Estimate
30	Legal Advertising	\$ 642	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
31	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
32	Miscellaneous Fees	\$ 113	\$ 151	\$ 500	\$ 349	\$ 500	\$ -	
	Website Hosting, Maintenance, Backup (and Email)	\$ 5,205	\$ 6,880	\$ 7,300	\$ 420	\$ 6,760	\$ (540)	
34	Legal Counsel							
35	District Counsel	\$ 14,099	\$ 18,799	\$ 10,000	\$ (8,799)	\$ 15,000	\$ 5,000	
36								
37	<b>Administrative Subtotal</b>	<b>\$ 77,887</b>	<b>\$ 96,038</b>	<b>\$ 84,912</b>	<b>\$ (11,126)</b>	<b>\$ 91,014</b>	<b>\$ 6,102</b>	
38								
39	<b>EXPENDITURES - FIELD OPERATIONS</b>							
40								
41	Security Operations							
42	Entry Gate Access System & Maintenance	\$ 49,545	\$ 59,022	\$ 82,750	\$ 23,728	\$ 50,183	\$ (32,567)	Includes-Giddens thru 1/31/21 & Envera Contract based pm 355 Homes
43	Gate Phone	\$ 1,359	\$ 1,800	\$ 1,800	\$ -	\$ 1,800	\$ -	
	Guard House and Gate Maintenance and Repairs	\$ 14,094	\$ 18,792	\$ 5,000	\$ (13,792)	\$ 11,000	\$ 6,000	Includes PM Service
44								
45	Gate Security Camera Maintenance & Repairs	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ (1,000)	Included in Envera Contract
46	Electric Utility Services							
	Utility Services - Amenity, Gatehouse/Entry & Parks	\$ 9,178	\$ 12,237	\$ 14,000	\$ 1,763	\$ 14,000	\$ -	Per YTD Actuals
47								
48	Street Lights	\$ 13,991	\$ 18,655	\$ 18,800	\$ 145	\$ 19,500	\$ 700	Per FPL Est.
49	Garbage/Solid Waste Control Services							
50	Garbage - Recreation Facility	\$ 998	\$ 1,331	\$ 1,150	\$ (181)	\$ 1,150	\$ -	Per New Vendor
51	Water-Sewer Combination Services							
	Utility Services - Potable (Amenity, Gatehouse & Pool)	\$ 7,286	\$ 9,715	\$ 10,000	\$ 285	\$ 10,000	\$ -	
52								
53	Water - Reuse Irrigation (Parks, Entry & Amenity)	\$ 19,266	\$ 25,688	\$ 30,500	\$ 4,812	\$ 30,500	\$ -	Per YTD Actuals
54	Stormwater Control							
55	Aquatic Pond Maintenance	\$ 6,120	\$ 8,160	\$ 8,160	\$ -	\$ 9,360	\$ 1,200	Per Approved Increase
56	Other Physical Environment							
57	General Liability & Property Insurance	\$ 23,877	\$ 23,877	\$ 23,500	\$ (377)	\$ 26,277	\$ 2,777	Per EGIS Est.
58	Entry & Walls Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 2,500	\$ 1,500	
59	Landscape & Irrigation Maintenance Contract	\$ 117,324	\$ 156,432	\$ 162,500	\$ 6,068	\$ 170,000	\$ 7,500	Scope Includes Annual Grass Cutbacks

**Proposed Budget**  
**Southaven Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
60	Landscape Replacement & Misc. Services	\$ 20,428	\$ 20,000	\$ 10,000	\$ (10,000)	\$ 35,000	\$ 25,000	Includes 1/2 Mulch Removal, 2nd Phase of Drainage/Sod Replacement
61	Irrigation Repairs	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
62	Road & Street Facilities							
63	Street Light & Park Decorative Light Maintenance	\$ 2,517	\$ 3,356	\$ 1,000	\$ (2,356)	\$ 1,000	\$ -	
64	Roadway and Parking Lot Repair & Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
65	Common Area Repair & Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 4,000	\$ 3,000	
66	Street Sign Repair & Maintenance	\$ 1,514	\$ 2,019	\$ 1,000	\$ (1,019)	\$ 2,500	\$ 1,500	
67	Parks & Recreation							
68	Amenity Management Staffing Contract (On-Site Management & Maintenance Services)	\$ 100,111	\$ 133,481	\$ 130,200	\$ (3,281)	\$ 139,148	\$ 8,948	Increase Per Vesta
69	Facility - Maintenance & Repair	\$ 8,860	\$ 11,813	\$ 10,000	\$ (1,813)	\$ 10,000	\$ -	Per YTD Actuals
70	Facility Office/Janitorial Supplies & Equipment	\$ 2,550	\$ 2,700	\$ 3,000	\$ 300	\$ 3,000	\$ -	
71	Facility Furniture Repair & Replacement	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	New Line -Inside/Outside Furniture
72	Facility HVAC Maintenance & Repair	\$ 1,555	\$ 1,000	\$ 1,000	\$ -	\$ 13,000	\$ 12,000	Repairs Need
73	Pool Chemicals	\$ 4,125	\$ 4,950	\$ 4,950	\$ -	\$ 4,950	\$ -	
74	Pool Permits	\$ 350	\$ 350	\$ 350	\$ -	\$ 350	\$ -	
75	Elevator Maintenance & Permit	\$ 2,135	\$ 3,011	\$ 3,000	\$ (11)	\$ 3,000	\$ -	Per YTD Actuals
76	Fitness - On Demand Subscription	\$ 2,086	\$ 2,800	\$ 3,000	\$ 200	\$ 2,400	\$ (600)	Updated Subscription
77	Fitness Equipment Maintenance & Repairs	\$ 1,190	\$ 1,587	\$ 2,500	\$ 913	\$ 2,500	\$ -	
78	Amenity - Telephone, Internet & Cable	\$ 5,463	\$ 7,545	\$ 7,200	\$ (345)	\$ 7,200	\$ -	
79	Pest & Rodent Control & Termite Bond	\$ 4,601	\$ 6,135	\$ 5,865	\$ (270)	\$ 3,840	\$ (2,025)	Note: YTD Include One Time Bond Renewals & New Rate for Snake Service (\$2500)
80	Amenity Security Camera System - Maintenance & Repairs	\$ 1,018	\$ 1,357	\$ 2,000	\$ 643	\$ 2,000	\$ -	
81	Access Control Maintenance & Supplies	\$ -	\$ 1,000	\$ 1,500	\$ 500	\$ 500	\$ (1,000)	Maint. Included in Envera Contract
82	Tennis & Basketball Court Maintenance & Supplies	\$ 596	\$ 795	\$ 500	\$ (295)	\$ 500	\$ -	
83	Dog Waste Station Supplies	\$ 635	\$ 847	\$ 500	\$ (347)	\$ 1,000	\$ 500	YTD Actuals
84	Special Events							
85	Holiday Lights	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	New Line - Separated from Line 86
86	Special Events	\$ 7,089	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	Holiday Lights moved to New Line 85
87	Contingency							
88	Capital Improvements	\$ 23,098	\$ 30,000	\$ 5,000	\$ (25,000)	\$ 10,000	\$ 5,000	
89	Misc. Contingency	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000	Funds to Increase Operating Reserve
90								
91	<b>Field Operations Subtotal</b>	<b>\$ 452,959</b>	<b>\$ 581,454</b>	<b>\$ 566,725</b>	<b>\$ (14,729)</b>	<b>\$ 648,158</b>	<b>\$ 81,433</b>	
92								
95	<b>TOTAL EXPENDITURES</b>	<b>\$ 530,846</b>	<b>\$ 677,492</b>	<b>\$ 651,637</b>	<b>\$ (25,855)</b>	<b>\$ 739,172</b>	<b>\$ 87,535</b>	
96								
97	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 119,158</b>	<b>\$ (25,855)</b>	<b>\$ -</b>	<b>\$ (25,855)</b>	<b>\$ -</b>	<b>\$ -</b>	
98								

**Budget Template**  
**Southaven Community Development District**  
**Debt Service**  
**Fiscal Year 2021/2022**

Chart of Accounts Classification	Series 2015A-1	Series 2016A-1	Budget for 2021/2022
<b>REVENUES</b>			
Special Assessments			
Net Special Assessments	\$225,396.86	\$317,802.24	\$ 543,199.10
<b>TOTAL REVENUES</b>	<b>\$ 225,396.86</b>	<b>\$ 317,802.24</b>	<b>\$ 543,199.10</b>
<b>EXPENDITURES</b>			
<b>Administrative</b>			
Financial & Administrative			
Debt Service Obligation	\$225,396.86	\$317,802.24	\$543,199.10
<b>Administrative Subtotal</b>	<b>\$ 225,396.86</b>	<b>\$ 317,802.24</b>	<b>\$ 543,199.10</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 225,396.86</b>	<b>\$ 317,802.24</b>	<b>\$ 543,199.10</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Collection and Discount % applicable to the county:

6.0%

**Gross assessments**

**\$ 577,380.00**

**Notes:**

Collection Costs for St. John's County and Early Payment Discount is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

Southaven Community Development District

**FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2021/2022 O&M Budget	\$739,172.00
St. John's County 2% Collection Cost:	\$15,727.06
4% Early Payment Discounts:	\$31,454.13
2021/2022 Total:	<b>\$786,353.19</b>

2020/2021 O&M Budget	\$651,637.00
2021/2022 O&M Budget	\$739,172.00

Total Difference:	<b>\$87,535.00</b>
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	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2020/2021	2021/2022	\$	%
Series 2015A-1 Debt Service - Single Family 58'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 58'	\$1,867.95	\$2,145.04	\$277.09	14.83%
<b>Total</b>	<b>\$3,667.95</b>	<b>\$3,945.04</b>	<b>\$277.09</b>	<b>7.55%</b>
Series 2015A-1 Debt Service - Single Family 73'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 73'	\$1,940.57	\$2,205.01	\$264.44	13.63%
<b>Total</b>	<b>\$3,740.57</b>	<b>\$4,005.01</b>	<b>\$264.44</b>	<b>7.07%</b>
Series 2015A-1 Debt Service - Single Family 73' Partial	\$1,080.00	\$1,080.00	\$0.00	0.00%
Operations/Maintenance - Single Family 73'	\$1,940.57	\$2,205.01	\$264.44	13.63%
<b>Total</b>	<b>\$3,020.57</b>	<b>\$3,285.01</b>	<b>\$264.44</b>	<b>8.75%</b>
Series 2015A-1 Debt Service - Single Family 93'	\$2,100.00	\$2,100.00	\$0.00	0.00%
Operations/Maintenance - Single Family 93'	\$2,035.54	\$2,283.43	\$247.89	12.18%
<b>Total</b>	<b>\$4,135.54</b>	<b>\$4,383.43</b>	<b>\$247.89</b>	<b>5.99%</b>
Series 2015A-1 Debt Service - Single Family 93' Partial	\$1,400.00	\$1,400.00	\$0.00	0.00%
Operations/Maintenance - Single Family 93'	\$2,035.54	\$2,283.43	\$247.89	12.18%
<b>Total</b>	<b>\$3,435.54</b>	<b>\$3,683.43</b>	<b>\$247.89</b>	<b>7.22%</b>
Series 2016A-1 Debt Service - Single Family 63'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 63'	\$1,893.09	\$2,165.80	\$272.71	14.41%
<b>Total</b>	<b>\$3,693.09</b>	<b>\$3,965.80</b>	<b>\$272.71</b>	<b>7.38%</b>
Series 2016A-1 Debt Service - Single Family 73'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 73'	\$1,940.57	\$2,205.01	\$264.44	13.63%
<b>Total</b>	<b>\$3,740.57</b>	<b>\$4,005.01</b>	<b>\$264.44</b>	<b>7.07%</b>
Series 2016A-1 Debt Service - Single Family 83'	\$2,100.00	\$2,100.00	\$0.00	0.00%
Operations/Maintenance - Single Family 83'	\$1,988.06	\$2,244.22	\$256.16	12.88%
<b>Total</b>	<b>\$4,088.06</b>	<b>\$4,344.22</b>	<b>\$256.16</b>	<b>6.27%</b>
Series 2016A-1 Debt Service - Single Family 93'	\$2,100.00	\$2,100.00	\$0.00	0.00%
Operations/Maintenance - Single Family 93'	\$2,035.54	\$2,283.43	\$247.89	12.18%
<b>Total</b>	<b>\$4,135.54</b>	<b>\$4,383.43</b>	<b>\$247.89</b>	<b>5.99%</b>



## SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

## FISCAL YEAR 2021/2022 O&amp;M &amp; DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$739,172.00
COLLECTION COSTS @	2%	\$15,727.06
EARLY PAYMENT DISCOUNTS @	4%	\$31,454.13
TOTAL O&M ASSESSMENT		<u>\$786,353.19</u>

				\$96,823.40			\$582,781.91			\$106,747.87						
UNITS ASSESSED				ALLOCATION OF EQUALIZED ADMIN COSTS			ALLOCATION OF EQUALIZED FIELD COSTS			ALLOCATION OF STRATIFIED FIELD COSTS			PER LOT ANNUAL ASSESSMENT			
PLATTED																
LOT SIZE	O&M	SERIES 2015A-1 DEBT SERVICE <sup>(1)</sup>	SERIES 2016A-1 DEBT SERVICE <sup>(1)</sup>	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	TOTAL O&M	2015A-1 DEBT SERVICE <sup>(2)</sup>	2016A-1 DEBT SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>
<b>Phase 1</b>																
Single Family 58'	28	28	0	1.00	\$7,636.78	\$272.74	1.00	\$45,965.90	\$1,641.64	1.00	\$6,458.38	\$230.66	\$2,145.04	\$1,800.00	\$0.00	\$3,945.04
Single Family 73'	83	59	0	1.00	\$22,637.58	\$272.74	1.00	\$136,256.05	\$1,641.64	1.26	\$24,122.07	\$290.63	\$2,205.01	\$1,800.00	\$0.00	\$4,005.01
Single Family 73' (Partial)	1	1	0	1.00	\$272.74	\$272.74	1.00	\$1,641.64	\$1,641.64	1.26	\$290.63	\$290.63	\$2,205.01	\$1,080.00	\$0.00	\$3,285.01
Single Family 93'	49	37	0	1.00	\$13,364.36	\$272.74	1.00	\$80,440.32	\$1,641.64	1.60	\$18,083.48	\$369.05	\$2,283.43	\$2,100.00	\$0.00	\$4,383.43
Single Family 93' (Partial)	3	3	0	1.00	\$818.23	\$272.74	1.00	\$4,924.92	\$1,641.64	1.60	\$1,107.15	\$369.05	\$2,283.43	\$1,400.00	\$0.00	\$3,683.43
<b>Phase 2</b>																
Single Family 63'	80	0	72	1.00	\$21,819.36	\$272.74	1.00	\$131,331.14	\$1,641.64	1.09	\$20,113.26	\$251.42	\$2,165.80	\$0.00	\$1,800.00	\$3,965.80
Single Family 73'	39	0	34	1.00	\$10,636.94	\$272.74	1.00	\$64,023.93	\$1,641.64	1.26	\$11,334.47	\$290.63	\$2,205.01	\$0.00	\$1,800.00	\$4,005.01
Single Family 83'	34	0	33	1.00	\$9,273.23	\$272.74	1.00	\$55,815.73	\$1,641.64	1.43	\$11,214.52	\$329.84	\$2,244.22	\$0.00	\$2,100.00	\$4,344.22
Single Family 93'	38	0	37	1.00	\$10,364.20	\$272.74	1.00	\$62,382.29	\$1,641.64	1.60	\$14,023.92	\$369.05	\$2,283.43	\$0.00	\$2,100.00	\$4,383.43
<b>TOTAL COMMUNITY</b>	<b>355</b>	<b>128</b>	<b>176</b>		<b>\$96,823.40</b>			<b>\$582,781.91</b>			<b>\$106,747.87</b>					
LESS: St. John's County Collection Costs (2%) and Early Payment Discount (4%)				(\$5,809.40)			(\$34,966.91)			(\$6,404.87)						
Net Revenue to be Collected				<u>\$91,014.00</u>			<u>\$547,815.00</u>			<u>\$100,343.00</u>						

<sup>(1)</sup> Reflects the number of total lots with Series 2015A-1 and 2016A-1 debt outstanding. There have been 36 (thirty-six) Series 2015A-1 prepayments and 15 (fifteen) Series 2016A-1 prepayments.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2015A-1 and Series 2016A-1 bond issues. Annual assessment includes principal, interest, St. John's County collection costs and early payment discount costs.

<sup>(3)</sup> Annual assessment that will appear on November 2021 St. John's County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## **DEBT SERVICE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

# **Public Hearing on Special Assessments**

## **Tab 12**

## RESOLUTION 2021-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southaven Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in St. Johns County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Southaven Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

**Exhibit A**  
**will be attached as**  
**Fiscal Year 2021-2022**  
**Final Budget**

**Exhibit B**  
**is on file with the**  
**District Office**  
**upon request**



## **Tab 13**

**RESOLUTION 2021-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Southaven Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with St. Johns County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED THIS 4<sup>th</sup> DAY OF AUGUST, 2021.**

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASSISTANT SECRETARY**

**EXHIBIT “A”**

**SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING DATES  
FOR FISCAL YEAR 2021/2022**

October 6, 2021

December 1, 2021

February 2, 2022

May 4, 2022

August 3, 2022

All meetings will convene at 10:00 a.m. at the Markland Amenity Center  
Located at 61 Clarissa Lane St. Augustine, FL 32095

## **Tab 14**

## SECOND ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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This Second Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2021 (the “**Effective Date**”), by and between **Southaven Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

*(Remainder of this page is left blank intentionally)*



Rizzetta & Company

2021-07-27 – WJR/RPS

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

**SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

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

**Exhibit B – Schedule of Fees**



Rizzetta & Company

2021-07-27 – WJR/RPS

## EXHIBIT B

### Schedule of Fees

#### STANDARD ON-GOING SERVICES

Standard On-Going Services will be billed in advance monthly according to the following schedule:

	Monthly	Annually
Management	\$ 1,275.00	\$ 15,300
Administrative	\$ 459.00	\$ 5,508
Accounting	\$ 1,283.25	\$ 15,399
Financial & Revenue Collections	\$ 306.00	\$ 3,672
Assessment Roll <sup>(1)</sup>		\$ 5,100
<b>Total Standard On-Going Services</b>	<b>\$ 3,323.25</b>	<b>\$ 44,979</b>

<sup>(1)</sup> Assessment Roll is paid in one lump-sum payment at the time the roll is completed

#### ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 175
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request



Rizzetta & Company

2021-07-27 – WJR/RPS

**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

<b>LITIGATION SUPPORT SERVICES:</b>	Hourly	Upon Request
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**ADDITIONAL THIRD-PARTY SERVICES:**

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



Rizzetta & Company

2021-07-27 – WJR/RPS



# **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

# ADJOURNMENT