



Rizzetta & Company

Southaven Community Development District

Board of Supervisors' Meeting February 2, 2022

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

www.southavencdd.org

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Walter O'Shea	Chairman
	Kevin Jund	Vice Chairman
	Guy Kindig	Assistant Secretary
	Roger Giddens	Assistant Secretary
	Richard Fetter	Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Jonathan Johnson	Kutak Rock, LLP
	Katie Buchanan	Kutak Rock, LLP
Interim Engineer	Scott Lockwood	England, Thims & Miller

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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

www.southavencdd.org

January 26, 2022

Board of Supervisors
Southaven Community
Development District

AGENDA

The regular meeting of the Board of Supervisors of the Southaven Community Development District will be held on **Wednesday, February 2, 2022 at 10:00 a.m.** at the Markland Amenity Center located at 61 Clarissa Lane St. Augustine, FL 32095. The following is the final agenda for this regular meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held December 1, 2021.....Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for November 2021 and December 2021.....Tab 2
 - C. Consideration of LLS, Tax Solutions, Bond Series 2015 Arbitrage Services Proposal.....Tab 3
 - D. Consideration of Res. 2022-03, Conducting General Elections.....Tab 4
 - E. Consideration of Res. 2022-04, Prompt Payment Policy.....Tab 5
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Consideration of ETM WA #13 – Storm Water Need Analysis.....Tab 6
 - C. Landscape and Maintenance.....Tab 7
 - D. Amenity Manager and Field Maintenance.....Tab 8
 - 1.) Amenity Manager Report, February 2022
 - 2.) Field Report, January 2022
 - E. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Landscape & Irrigation Maintenance Proposals
 - B. Consideration of Snake Mesh Fencing Proposals.....Tab 9
 - C. Consideration of Addendum to Vesta Agreement, Regarding District Purchases
(Under Separate Cover)
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

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 **regular** meeting of the Board of Supervisors of Southaven Community Development District was held **Wednesday, December 1, 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	Board Supervisor, Chairman
Richard Fetter	Board Supervisor, Assistant Secretary
Guy Kindig	Board Supervisor, Assistant Secretary
Roger Giddens	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams (via speakerphone)
Scott Lockwood	District Engineer, England-Thims and Miller
April Day-Wolff	Construction Administrator, Hines
Dan Fagen	Director of Facility Operations, Vesta
Lisa Licata	Amenity Manager, Vesta
Johnnie Verdell	Field Manager, Vesta
Garrett Cannady	Representative, Yellowstone Landscaping
Michael Scuncio	Representative, Yellowstone Landscaping

Audience in attendance.

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Dobbins called the meeting to order at 10:00 a.m. and read roll call.

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

No audience comments on agenda items.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Regular Meeting held on October 6,
2021**

On a motion by Mr. Kindig, seconded by Mr. Giddens, with all in favor, the Board approved the Minutes of the Regular Meeting held on October 6, 2021 for Southaven Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for
September 2021 and October 2021**

On a motion by Mr. O'Shea, seconded by Mr. Giddens, with all in favor, the Board ratified Operations and Maintenance Expenditures for September 2021 in the amount of \$71,374.68 and October 2021 in the amount of \$62,811.37 for Southaven Community Development District.

FIFTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

1.) Update on Hopping Green & Sams Transition

Ms. Buchanan updated the Board regarding her firm no longer providing legal services and she and the other Hopping attorneys are now under the firm of Kutak Rock, LLP. There will be no changes in the District's terms or fees. This happened on November 15, 2021 and the Chairman signed the assignment so the District would not have a lapse in legal counsel services.

On a motion by Mr. Fetter, seconded by Mr. Kindig, with all in favor, the Board ratified Hopping Green & Sams transition to Kutak Rock, LLP for Southaven Community Development District.

B. District Engineer

Mr. Lockwood updated the Board that there is now a new legislative requirement for Districts to complete a full stormwater analysis every five (5) years. The first report is due by June 30, 2022. After discussions, the Board requested the District Engineer to bring a proposal back to the Board at the next meeting for review.

C. Landscape Report

1.) Yellowstone Landscape Report, December 1, 2021

Mr. Scunio gave update to the Board regarding current maintenance items and conditions.

- D. Amenity Report and Field Maintenance
- 1.) Amenity Manager Report, December 1, 2021
 - 2.) Field Service Manager Report, December 1, 2021
 - 3.) Clear Waters, Lake Management Report, November 16, 2021

Ms. Licata reviewed her report. She noted that HallCo will provide preventative maintenance service at no additional cost to the new HVAC system. The second year is \$105 per visit, but she needed to know if the District wants quarterly or semi-annually. The Board requested quarterly.

She then updated the Board the leaf gate is being removed to be repaired today. Also reviewed, Comcast's bundle packages for the facilities and the gatehouse were expiring so she reviewed them with the District Manager to update the services which will now offer faster internet for about \$30-\$40 additional per month per package. Lastly, Ms. Licata asked the Board to confirm if they wanted to move forward with the gate preventative maintenance services from SunBelt, which was reviewed at the budget workshop and added to the budget for Fiscal Year 2022.

On a motion by Mr. Kindig, seconded by Mr. Fetter, with all in favor, the Board approved SunBelt Preventative Maintenance Service proposal in the amount of \$6,955.00, annually, for Southaven Community Development District.

Mr. Verdell review maintenance items that have been completed since the last meeting under his report in the agenda, Tab 4.

- F. District Manager Report
- 1.) Acceptance of Rizzetta Website Assignment

On a motion by Mr. O'Shea, seconded by Mr. Kindig, with all in favor, the Board accepted Rizzetta's Assignment for Website Services for Southaven Community Development District.

Ms. Dobbins presented her meeting report to the Board and reviewed last month's financials and administrative updates. She also noted that Poolsure just sent out a memo informing the District that they are increasing their fee to \$445.50 monthly from \$412.50, which would be an annual increase of \$396.00. This would be the first increase since 2017.

SIXTH ORDER OF BUSINESS

Consideration of RFP for Landscape Services

The District received seven (7) bids for landscaping from BrightView, Duval, Greenway, SunState, Tree Amigos, VerdeGo and Yellowstone.

Proposers presented their bids. After discussion, the Board requested that Greenway breakout their cost, all bids get sent out again to the Board due to some bids were not able to open through

the share file. The Board tabled further discussion until the next meeting.

SEVENTH ORDER OF BUSINESS

**Discussion of Adirondack
Replacement Chairs**

The Board discussed different options for replacement chairs.

On a motion by Mr. O'Shea, seconded by Mr. Kindig, with all in favor, the Board appointed Mr. Giddens to work with Ms. Licata to finalize the type and color with a not to exceed amount of \$1,600.00 for four (4) chairs, for Southaven Community Development District.

EIGHTH ORDER OF BUSINESS

***Consideration of Proposal for PC
Powder Coating Pool Fabric/Restrap
(Under Separate Cover)***

Discussions ensued.

On a motion by Mr. Fetter, seconded by Mr. O'Shea, with all in favor, the Board approved APC Powder Coating proposal in the amount of \$2,165.00 for Southaven Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02,
Designating Public Comment Period
and Public Opportunity to be Heard**

On a motion by Mr. Fetter, seconded by Mr. O'Shea, with all in favor, the Board approved adopted Resolution 2022-02, Designating Public Comment Period and Public Opportunity to be Heard for Southaven Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Proposal for Reserve
Study**

Discussions ensued.

On a motion by Mr. O'Shea, seconded by Mr. Giddens, with all in favor, the Board approved Community Advisors proposal in the amount of \$2,800.00 for Reserve Study for Southaven Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Proposal for Painting
at Manor House**

The Board took no action at this time on proposals for painting at Manor House.

TWELFTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

An audience member had questions on transition when builders and developer leaves the community.

An audience member requested that the community gets to keep the Markland website since currently its under Hines ownership.

Audience members had questions regarding gate traffic, snake concerns, hedges to be trimmed and options for open space to use for children to play.

An audience member had concerns regarding pond trash.

Mr. Kindig noted concerns that the snake treatment is not working and there have been two (2) snake bites at the dog park. Discussions ensued.

On a motion by Mr. Kindig, seconded by Mr. Giddens, with all in favor, the Board approved termination with Quick Catch for snake treatment and directed staff to collect snake fencing bids for the next meeting for Southaven Community Development District.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Kindig, seconded by Mr. Giddens, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 1:53 p.m. for Southaven Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.SOUTHAVENCDD.ORG

Operation and Maintenance Expenditures

November 2021

Presented For Board Approval

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

The total items being presented: **\$54,793.41**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Southaven Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Comcast	2021112321-1	8495741401210954 11/21	Wireless Telephone Services 11/21	\$ 229.81
Comcast	2021112321-1	8495741401213297 11/21	Wireless Telephone Services 11/21	\$ 633.45
Department of Economic Opportunity	002462	85277	Special District Fee FY 21/22	\$ 175.00
Dog Waste Depot	002465	447329	Dog Waste Bags 11/21	\$ 457.22
England-Thims & Miller, Inc.	002463	200110	Engineering Services 10/21	\$ 280.00
Florida Power & Light	2021112321-2	FPL Summary 10/21	FPL Summary 10/21	\$ 2,538.70
Hallco Heating & Air LLC dba John D. Hall	002452	9	HVAC Repair 10/21	\$ 636.00
Hancock Bank	002467	38009	Trustee Fee 05/02/21 - 11/01/21	\$ 2,000.00
Hancock Bank	002464	38074	Trustee Fee 11/02/21 - 11/01/22	\$ 2,500.00
Hidden Eyes LLC dba Envera Systems	002451	707457	Alarm Monitoring Services 11/21	\$ 3,818.62
Hidden Eyes LLC dba Envera Systems	002451	707978	Alarm Monitoring Services 10/21-11/21	\$ 126.00
Hidden Eyes LLC dba Envera Systems	002466	708410	Alarm Monitoring Services 12/21	\$ 3,881.62
Hopping Green & Sams	002468	125834	Legal Services 06/21-08/21	\$ 3,086.22
Hopping Green & Sams	002468	125900	Legal Services 09/21	\$ 145.00

Southaven Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kenneth Baxley	002461	11192021	Event Service 11/21	\$ 300.00
Newagetutors LLC BBA Global Tech	002470	3262	Website ADA Compliance 11/21	\$ 300.00
Poolsure	002453	131295603141	Water Management 11/21	\$ 412.50
Putting On Pressure, Inc	002454	INV-000217	Wall/Entry Monuments Wash 10/21	\$ 1,625.00
Quick Catch, Inc	002455	22086	Monthly Snake Service 11/21	\$ 225.00
Real Reach Marketing, LLC	002472	3927	Email Google Domain 09/21	\$ 168.00
Rizzetta & Company, Inc.	002456	INV0000062522	District Management Fees 11/21	\$ 3,323.25
Rizzetta Technology Services, LLC	002457	INV0000008151	Website & Email Hosting Services 11/21	\$ 175.00
Tiffany VanZante	002460	102321	Rental Deposit Refund - Tiffany VanZante 10/21	\$ 500.00
Turner Pest Control LLC	002458	7935564	Monthly Pest Control 10/21	\$ 73.50
Uline, Inc	002459	140118794	Delineator Post w/Base 10/21	\$ 54.84
Vesta Property Services, Inc.	002469	391045	Amenity Management / General Facility Maint / Pool	\$ 11,595.66
Vesta Property Services, Inc.	002469	391580	Billable Mileage 10/21	\$ 24.44
Vesta Property Services, Inc.	002469	391946	Billable Expenses 10/21	\$ 1,695.77

Southaven Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Wayne Automatic Fire Sprinklers, Inc.	002471	923832	Quarterly Sprinkler Inspection 11/21	\$ 65.00
Wayne Automatic Fire Sprinklers, Inc.	002471	924287	Expired Gauges Replacement per Fire Inspection 11/21	\$ 711.82
Yellowstone Landscape	002473	JAX 292052	Monthly Landscape Maintenance 11/21	\$ <u>13,035.99</u>
Report Total				<u>\$ 54,793.41</u>

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.SOUTHAVENCDD.ORG

Operation and Maintenance Expenditures

December 2021

Presented For Board Approval

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

The total items being presented: **\$34,300.84**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Southaven Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Comcast	2021122821-1	8495741401210954	Wireless Telephone Services 12/21	\$ 229.81
Comcast	2021122821-1	8495741401213297	Wireless Telephone Services 12/21	\$ 673.51
Florida Power & Light	2021122821-2	FPL Summary 11/21	FPL Summary 11/21	\$ 2,577.19
Hidden Eyes LLC dba Envera Systems	002483	708943	Alarm Monitoring Services 11/21	\$ 54.00
Hidden Eyes LLC dba Envera Systems	002483	709424	Alarm Monitoring Services 01/22	\$ 3,908.62
Hopping Green & Sams	002474	126142	Legal Services 10/21	\$ 2,151.24
Newagetutors LLC BBA Global Tech	002487	3330	Quarterly Audits 12/21	\$ 400.00
Newagetutors LLC BBA Global Tech	002487	3341	Website ADA Compliance 12/21	\$ 300.00
Pia Geisselmaier	002489	121121	Rental Deposit Refund 12/21	\$ 500.00
Poolsure	002476	131295003513	Water Management 12/21	\$ 445.50
Quick Catch, Inc	002485	22502	Monthly Snake Service 12/21	\$ 225.00
Rizzetta & Company, Inc.	002477	INV000006310	District Management Fees 12/21	\$ 3,323.25
Rizzetta Technology Services, LLC	002478	4	Website & Email Hosting Services 12/21	\$ 175.00
Smith Electrical, Inc.	002479	INV000000824	GFI/Breaker Repairs 12/21	\$ 697.88

Southaven Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2021 Through December 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Smith Electrical, Inc.	002479	18346	Light Poles/Column Lights Replacement 12/21	\$ 1,788.00
St Johns Utility Department	002480	SJC Utility Summary 11/21	St Johns County Utility Summary 11/21	\$ 3,312.13
Sunbelt Gated Access Systems of Florida, LLC.	002490	00000841	Electric Strike Replacement 12/15	\$ 919.00
The St. Augustine Record Dept 1261	002484	Ad #0003347882	Acct# 18938 Legal Advertising 04/21	\$ 58.34
The St. Augustine Record Dept 1261	002475	Ad #0003387549-01	Acct# 18938 Legal Advertising 11/21	\$ 85.27
Turner Pest Control LLC	002481	8013133	Monthly Pest Control 11/21	\$ 73.50
Turner Pest Control LLC	002491	8091465	Monthly Pest Control 12/21	\$ 73.50
Vesta Property Services, Inc.	002486	392226	Amenity Management / General Facility Maint / Pool	\$ 11,595.66
Vesta Property Services, Inc.	002486	393033	Billable Mileage 11/21	\$ 24.44
William C. Gillespie dba AAA Big Top Entertainment, A Clown	002488	064	Photos with Santa 12/21	\$ 350.00
Yellowstone Landscape	002482	JAX 295639	Irrigation Repairs 11/21	<u>\$ 360.00</u>
Report Total				<u>\$ 34,300.84</u>

Tab 3



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

November 8, 2021

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

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

- \$4,035,000 Southaven Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2015A-1 and \$3,520,000 Southaven Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2015A-2

SCOPE OF SERVICES

The procedures that we will perform are as follows:

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

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

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for

review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

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

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years ending March 25, 2023, March 25, 2024, and March 25, 2025, is \$1,500, which is \$500 each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

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

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

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

ACCEPTANCE

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

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

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Southaven Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

Tab 4

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES AND INSTRUCTING THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS

WHEREAS, the 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 the unincorporated St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of Southaven Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the St. Johns County Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

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

Section 1. The Board is currently made up of the following individuals: Kevin Jund, Guy Kindig, Roger Giddens, Richard Fetter and Walter O'Shea.

Section 2. The term of office for each member of the Board is as follows:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Kevin Jund	2022
2	Guy Kindig	2024
3	Roger Giddens	2024
4	Richard Fetter	2024
5	Walter O'Shea	2022

Section 3. Seat 1, currently held by Kevin Jund, and Seat 5, currently held by Walter O'Shea, are scheduled for the General Election in November 2022.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2022 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to conduct the District's General Elections. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 2ND Day of February 2022.

**SOUTHAVEN
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 5

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southaven Community Development District (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, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 2ND day of February 2022

ATTEST:

**SOUTHAVEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

**SOUTHAVEN COMMUNITY
DEVELOPMENT DISTRICT**

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

FEBRUARY 2, 2022

Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Southaven Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with [§218.735](#) (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District when changes in data occur: info@rizzetta.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
Southaven Community Development District
c/o [Rizzetta & Company, Inc.](#)
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager
2. **Email Address**
cddinvoice@rizzetta.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in [§218.735](#), Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, [§218.735](#) (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. ([§218.735](#) (9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. [§218.735](#)(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

STAFF REPORTS

District Counsel

District Engineer

Tab 6

January 10, 2022

WORK AUTHORIZATION NO. 13
SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT
CONTINUING SERVICES

Scope of Work for the following:

State Mandated – Storm Water Need Analysis (20 years)

ETM No. Job Number 13-158-22

England-Thims & Miller, Inc. shall prepare a 20-year stormwater needs analysis to be completed by June 30, 2022. It is our understanding that the stormwater needs analysis is a requirement of the passage of House Bill 53, Section 403.9302, Florida Statutes. Since this a new requirement and will require coordinating our efforts with the District Manager to provide the analysis, we are proposing to perform this work on an hourly basis with an estimated budget. We have attached a template with our comments showing the responsibilities of the District Engineer and the District Manager.

FEEHOURLY

(BUDGET ESTIMATE: \$10,000.00)

Not to Exceed without prior authorization

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Re: State Mandated – Storm Water Need Analysis (20 years)

ITEMS NOT INCLUDED

- | | |
|---|---|
| 1. Waste Water Needs Analysis | 24. ACOE Permitting |
| 2. NPDES Permitting / Analysis | 25. Signage Design / Permitting |
| 3. MS4 Permitting Analysis | 26. Unified Sign Plan Design / Compliance |
| 4. Geotechnical Investigations | 27. Community Development District Issues (CDD) |
| 5. Soil Boring / Analysis | 28. Homeowners Association issues |
| 6. Groundwater Modeling / testing | 29. NDPEs permit compliance |
| 7. Environmental Investigation | 30. Life Safety /Code compliance |
| 8. Wetland drawdown analysis | 31. Project Wide code compliance |
| 9. Wetland mitigation / Design / Permitting | 32. OSHA or other safety issues |
| 10. Irrigation or Irrigation supply design | 33. Administrative Hearing |
| 11. Electrical, Phone, Gas, Design / Permitting | 34. Utility Locations / Analysis / Design / Soft digs |
| 12. Lighting design / Street / Parking / etc. | 35. Consumptive Use Permitting (CUP) |
| 13. FEMA Floodplain / Model / Analysis / Permitting | 36. Historical / Archeological Issues |
| 14. Overhead Power line adjustments | 37. Endangered species |
| 15. Offsite drainage study | 38. Traffic study |
| 16. Hardscape/ Design / Permitting | 39. Pool Grading and Drainage (by others) |
| 17. Comprehensive plan | 40. Application / Permit Fees |
| 18. Fire Hydrant Testing | 41. Retaining wall or Structural design |
| 19. ADA Compliance | 42. Separate clearing / grading permit |
| 20. As-built Surveying | 43. Streetscape Design (specialty paving) |
| 21. Surveying (Topo, Bound., Route, Tree, Rw) | 44. Offsite Entrance Road to Gate House (by BBX) |
| 22. Const. Stakeout / Locates / Verification | |
| 23. Utility Locations / Analysis / Design / Soft digs | |

ENGLAND-THIMS & MILLER, INC.

HOURLY FEE SCHEDULE - 2022

CEO/CSO.....	\$375.00/Hr.
President.....	\$330.00/Hr.
Executive Vice President.....	\$320.00/Hr.
Vice President	\$257.00/Hr.
Senior Engineer/ Senior Project Manager.....	\$205.00/Hr.
Project Manager	\$190.00/Hr.
Director.....	\$175.00/Hr.
Engineer.....	\$165.00/Hr.
Assistant Project Manager	\$155.00/Hr.
Senior Planner /Planning Manager.....	\$190.00/Hr.
Planner.....	\$155.00/Hr.
CEI Project Manager.....	\$175.00/Hr.
CEI Senior Inspector.....	\$155.00/Hr.
CEI Inspector	\$125.00/Hr.
Senior Landscape Architect.....	\$175.00/Hr.
Landscape Architect.....	\$160.00/Hr.
Senior Technician.....	\$155.00/Hr.
GIS Developer / Senior Analyst.....	\$170.00/Hr.
GIS Analyst	\$140.00/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00/Hr.
Engineering Intern	\$140.00/Hr.
Engineering/Landscape Designer.....	\$140.00/Hr.
CADD/GIS Technician.....	\$125.00/Hr.
Administrative Support.....	\$90.00/Hr.

Re: State Mandated – Storm Water Need Analysis (20 years)

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. (ETM) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (5) percent per year.

INSURANCE – ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to a maximum of \$500,000 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

COST OPINIONS - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

SALES TAX - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM, and ETM will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

SAFETY - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES – In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

CONTRACT ADMINISTRATION - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

ASSIGNABILITY - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other part.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LIMITATIONS ON CAUSES OF ACTION - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

Re: State Mandated – Storm Water Need Analysis (20 years)

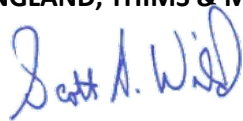
Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Yours sincerely,

Accepted this _____ day, 2022

ENGLAND, THIMS & MILLER, INC.



Scott A. Wild, P.E.
Executive Vice President
Shareholder

of: _____

By: _____

For: _____

SAW:SJL:shb

Background Information		District Engineer	District Manager	Comments					
Name of Local Government:		X							
Name of stormwater utility, if applicable:				Not Applicable					
Contact Person									
Name:		X		District Manager is the contact person.					
Position/Title:		X							
Email Address:		X							
Phone Number:		X							
Part 1.1 Narrative Description:									
Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:			X	The District Manager needs to provide any current stormwater strategies. ETM District Engineer is available to meet to discuss / review various strategies.					
On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:									
0	1	2	3	4	5				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)	X		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)	X		ETM District Engineer will meet with the District Manager to rate the programs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise	X		
Other:									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permit Compliance	X		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		X		ETM District Engineer will meet with the District Manager to review other programs and rate them.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		X		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		X		
Part 1.2 Current Stormwater Program Activities:									
Please provide answers to the following questions regarding your stormwater management program.									
<ul style="list-style-type: none"> Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit? 		X		The CDD does not have an NPDES MS4 Permit.					
<ul style="list-style-type: none"> Does your jurisdiction have a dedicated stormwater utility? 		X		The CDD does not have a stormwater utility.					
If no, do you have another funding mechanism?		X		Yes, the CDD has a funding mechanism.					
If yes, please describe your funding mechanism.		X		ETM District Engineer will work with the District Manager to determine how the mechanism should be defined/reported.					
<ul style="list-style-type: none"> Does your jurisdiction have a Stormwater Master Plan or Plans? 		X		It is recommended that ETM District Engineer prepare a draft Stormwater Master Plan (SMP) and review the SMP with the District Manager.					
If Yes:									
How many years does the plan(s) cover?		X		To be determined.					
Are there any unique features or limitations that are necessary to understand what the plan does or does not address? Explain.		X		To be determined.					
Please provide a link to the most recently adopted version of the document (if it is published online):		X		Not Applicable					

		District Engineer	District Manager	Comments
<ul style="list-style-type: none"> Does your jurisdiction have an asset management (AM) system for stormwater infrastructure? 			X	ETM District Engineer will meet with the District Manager to review existing assess management systems.
<div>If Yes, does it include 100% of your facilities?</div>			X	
<div>If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?</div>			X	
<ul style="list-style-type: none"> Does your stormwater management program implement the following (answer Yes/No): 				
A construction sediment and erosion control program for new construction (plans review and/or inspection)?		X		ETM District Engineer will meet with the District Manager to review existing stormwater management programs.
An illicit discharge inspection and elimination program?		X		
A public education program?		X		
A program to involve the public regarding stormwater issues?		X		
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?		X		
A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?		X		
Water quality or stream gage monitoring?		X		
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?		X		
A system for managing stormwater complaints?		X		
Other specific activities?		X		
Part 1.3 Current Stormwater Program Operation and Maintenance Activities				
Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your				
<ul style="list-style-type: none"> Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (i.e., systems that are dedicated to public ownership and/or operation upon completion)? 		X		
<ul style="list-style-type: none"> Does your stormwater operation and maintenance program implement any of the following (answer Yes/No): 				
Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?			X	ETM District Engineer will meet with the District Manager to review existing stormwater operation and maintenance programs. Note: Culverts means all storm water pipes not just culvert crossings
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?			X	
Invasive plant management associated with stormwater infrastructure?			X	
Ditch cleaning?			X	
Sediment removal from the stormwater system (vactor trucks, other)?			X	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?			X	
Street sweeping?			X	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?			X	
Non-structural programs like public outreach and education?			X	
Other specific routine activities?			X	

			District Engineer	District Manager	Comments
Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)					
<p>A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system.</p>					
	Number	Unit of Measurement			
Estimated feet or miles of buried culvert:			X		ETM District Engineer will provide estimates based upon existing design plans.
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:			X		
Estimated number of storage or treatment basins (i.e., wet or dry ponds):			X		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, etc. :			X		
Number of chemical treatment systems (e.g., alum or polymer injection):			X		
Number of stormwater pump stations:			X		
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal water levels):			X		
Number of stormwater treatment wetland systems:			X		
Other:					
			X		
			X		
			X		
			X		
			X		
			X		
Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):					
	Best Management Practice	Current	Planned		
	Tree boxes				ETM District Engineer will meet with the District Manager to review existing green infrastructure best management practices.
	Rain gardens			X	
	Green roofs			X	
	Pervious pavement/pavers			X	
	Littoral zone plantings			X	
	Living shorelines			X	
	Other Best Management Practices:				
				X	
				X	
				X	
				X	
				X	
Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)					
Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.			X		ETM District Engineer will provide a GIS shapefile of the CDD boundaries for submittal to EDR.
Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)					
Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).			X		ETM District Engineer will meet with the District Manager to review current and projected service area.

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$ thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vector/jet trucks.

District Engineer	District Manager	Comments
	X	ETM District Engineer can review the CDD's O&M budget with the District Manager to assist with development of the cost estimates.
X		ETM District Engineer will assist the District Manager with this task.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

5.2.1 Flood Protection

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPS, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

5.3.1 Flood Protection

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
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District Engineer	District Manager	Comments
		<p>Note:</p> <p>This effort will require much more effort for uncompleted CDDs versus completed CDDs. For uncompleted CDDs, all the uncompleted infrastructure will have to be estimated and a timeline estimated. A much bigger effort.</p>
X		ETM will preparing this response.
X		
X		
X		
X		
X		ETM will preparing this response.
X		
X		
X		
X		
		<p>Note:</p> <p>ETM will review the State TMDLS, BMAPs, etc. and determine if the CDD could be potentially affected by a TMDL, BMAP or other plan, and be required to provide services such as water quality monitoring.</p>
	X	ETM District Engineer will work with the District Manager to determine an appropriate response.
	X	
	X	
	X	
	X	

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: <input type="text"/>
<input type="checkbox"/>	Other(s): <input type="text"/>

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

<ul style="list-style-type: none"> Has a vulnerability assessment been completed for your jurisdiction's storm water system? 	<input type="text"/>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> If no, how many facilities have been assessed? 	<input type="text"/>
<ul style="list-style-type: none"> Does your jurisdiction have a long-range resiliency plan of 20 years or more? 	<input type="text"/>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> If yes, please provide a link if available: 	<input type="text"/>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> If no, is a planning effort currently underway? 	<input type="text"/>

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

District Engineer	District Manager	Comments
	X	ETM District Engineer will work with the District Manager to determine an appropriate response.
	X	
	X	
	X	
	X	
X		ETM District Engineer will complete this section.
X		
X		
X		
X		
X		
	X	ETM District Engineer will work with the District Manager to determine an appropriate response.
	X	
	X	
	X	
	X	
	X	ETM District Engineer will work with the District Manager to determine an appropriate response.
	X	
	X	
	X	
	X	
	X	ETM District Engineer will work with the District Manager to determine an appropriate response.
	X	
	X	
	X	
	X	

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

District Engineer	District Manager	Comments
		ETM District Engineer shall review the stormwater management system to identify infrastructure that would meet this criteria (i.e., stormwater pump stations, baffle boxes).
	X	ETM District Engineer will assist the District Manager with preparing this response.
	X	Note:
	X	This shall include only infrastructures that will require major replacement or have major expenses during the next 20 years. It does not include all existing infrastructure.
	X	
	X	ETM District Engineer will assist the District Manager with preparing this response.
	X	Note:
	X	This shall include only infrastructures that will require major replacement or have major expenses during the next 20 years. It does not include all existing infrastructure.
	X	

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current	Amount Drawn from Bond	Amount Drawn from Dedicated	Amount Drawn from All-	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

District Engineer	District Manager	Comments
	X	ETM District Engineer will assist the District Manager with preparing this response.
	X	
	X	
	X	
	X	
X		ETM District Engineer will assist the District Manager with preparing this response.
X		
X		
X		
X		
	X	ETM District Engineer will work with the District Manager to determine an appropriate response. Generally, this response will be Not Applicable.
	X	
	X	
	X	
	X	
X		ETM District Engineer will work with the District Manager to determine an appropriate response. Generally, this response will be Not Applicable.
X		
X		
X		
X		

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. **The first two tables will be auto-filled from the data you reported in prior tables.** To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0

Remaining Unfunded Needs	0	0	0	0
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District Engineer	District Manager	Comments
	X	This tables will be auto-filled from data reported in prior tables.
	X	
	X	
	X	
	X	
	X	This tables will be auto-filled from data reported in prior tables.
	X	
	X	
	X	
	X	
	X	ETM District Engineer will work with the District Manager to determine an appropriate response.
	X	
	X	
	X	
	X	
	X	
	X	

Landscape and Maintenance

Tab 7



Southaven: Landscape Report

Irrigation Maintenance: A full irrigation inspection has been completed monthly and all necessary repairs have been made. Irrigation has been adjusted with the change in temperatures and weather conditions. Rain sensors have been set to delay for three days after a rain event because of the water holding capacity of the soil. Some areas have been capped off due to excessive water building up

Fungus/Pest/Fertilizer applications: All turf areas have been treated with a herbicide for weed control and we continue to treat as needed. The turf has also been treated with a fungicide for disease control and a potassium based fertilizer to help with the roots going into the dormant season for Zoysia. The turf overall is doing well and we will continue to treat as needed during the winter season. We are continuing to treat the plant material on property monthly to combat mites and other disease activity that is prevalent because of the less than ideal soil conditions on property. We are continuing to battle the “new mites” on the plant material by treating with a miticide and a fungicide. We will continue, going into Spring, to use growth regulators and fungicides to help outgrow the mites. The University of Florida is still eagerly working to find a cure to this pest.

Maintenance: Now that we have hit winter season, we are mowing Bi- Weekly or as needed. Our team will continue to trim all hedges and bushes as needed. We are continuing to weed the property every visit. Each trip out we are going around and picking up trash and making sure each area we touch is tight.

Pending Proposals: Grass removal and Sod install at end of Aspin Wall.
Grass removal and Mulch install at end of Aspin Wall

Mike Scuncio
Account Manager

Amenity Manager and Field Maintenance

Tab 8



Amenity Manager Report
Southaven CDD Meeting
February 2nd, 2022

Date of Report: February 2nd, 2022

Submitted by: Lisa Licata

○ ***Upcoming Events***

- Saturday, February 12th- Blood Mobile
- Friday, February 18th- Fire Pit Friday
- Friday, March 18th- Fire Pit Friday
- Saturday, April 9th- Blood Mobile
- Saturday, April 16th- Easter Event

○ ***Concluded Event***

- Saturday, December 18th- Santa Party

○ ***Amenity Center***

- I have 330 families registered at the Manor House of which 328 are living in Markland.
- 4 New Adirondak chairs were purchased, lifetime warranty
- Swim Lessons will start May 1st
- Food Trucks Twice a Week
- Marquis sign for POA

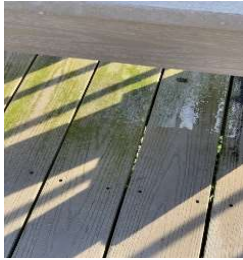


Markland

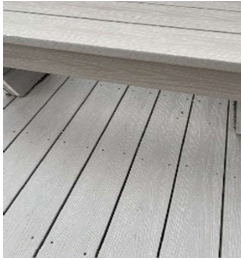


*Vesta*TM

Vested in your community.



Algae on deck at Kayak Launch



Cleaned deck at Kayak Launch



Black algae on tennis courts



Cleaned tennis courts



Dirty life rings



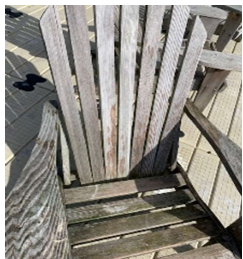
Cleaned life rings



Dirty pavers at firepit area



Cleaned pavers at firepit area



Old chairs



New chairs assembled



Name: Johnnie Verdell

Email: jverdell@vestapropertyservices.com

Markland Field Report 01/20/2022



Downed tree at 101 Latrobe Ave



Repair at 101 Latrobe Ave



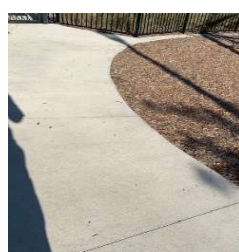
Park walkway dirty



Park walkway cleaned



Park walkway dirty



Park walkway cleaned



Loose and missing bricks on firepit



Rebuilt firepit

Notes:

- *Contacted Shaw Tree Service for tree removal
- *Scheduled backflow inspection with Bobs Backflow
- *Pool furniture has been repaired by Atlantic Powder Coating

District Manager

BUSINESS ITEMS

Consideration of Landscape & Irrigation Maintenance Proposals

Tab 9



Brock Fence
4955 Crescent Technical Court
St. Augustine, FL 32086 US
904-797-2006
sales@brockfence.com

Estimate

ADDRESS

Lisa Licata
Vesta Property Services

ESTIMATE #	DATE
4133	01/07/2022

JOB SITE

61 Clarissa Ln

QTY	DESCRIPTION	AMOUNT
759	FEET OF 2' TALL BLACK SNAKE FENCE 1/2" X 1/2" SQUARE MESH 16 GAUGE TOTAL PRICE GOOD 2 WEEKS SCHEDULING MIDDLE OF FEBRUARY	5,200.00

TOTAL

\$5,200.00

Accepted By

Accepted Date

THE OWNER/AGENT ACCEPTS FULL RESPONSIBILITY FOR LOCATING, STAKING, AND CLEARING FENCE LINES, UNLESS CLEARING IS DISCUSSED WITH BROCK FENCE. BROCK FENCE IS NOT LIABLE FOR DAMAGES OF ANY NATURE DUE TO UNDERGROUND OBSTRUCTIONS SUCH AS SPRINKLER SYSTEMS, WIRING, ETC. IN CONSIDERATION OF SAID WORK AND SERVICES BY THE CONTRACT, THE OWNER/AGENT ACCEPTS THE SPECIFICATIONS AND TERMS OF THIS AGREEMENT.

St Augustine Fence & Outdoor Construction

4701 State Road 16 St Augustine, FL 32092
904-687-6087 Office
License # BL-5361
www.outdoorconstruction.net

PROPOSAL/CONTRACT

Date	Proposal/Contract #
1/11/2022	12273

Customer
Southaven CDD c/o Rizzetta and Co 3434 Colwell Ave. Suite 300 Tampa, Fl 33614

Description	Total
Furnish & Install 762 lineal feet of 18" black snake mesh fence to existing chainlink fence	3,048.00
50% Deposit 50% Due on completion	
Quote valid for 10 days	

By execution of this document, Buyer acknowledges that he/she has read and understands the terms & conditions set forth. CUSTOMER MUST ASSUME RESPONSIBILITY FOR PLACEMENT OF FENCE unless all survey pins are uncovered. St Aug. Fence Inc. will assist in locating pins if survey is provided. All material will remain property of St Aug.Fence Inc until paid in full. There will be a \$75 per hr to cut back any large debris above or below ground. ST AUG. FENCE INC. IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND OBSTRUCTIONS SUCH AS UTILITIES, SPRINKLER LINES, PIPES, ETC. Customer will be charged \$35.00 for returned checks for payment. Customer is responsible for any legal fees due to non payment. Once proposal is signed, this is a binding contract. Proposal is valid for 5 days. CANCELLED ORDERS WIL BE SUBJECT TO A 50% RESTOCKING FEE.Payment Terms: 50% Deposit & Balance Due on Completion There is a 3% Convenience Fee to pay by credit card.

Total \$3,048.00

Signature _____

**Consideration of Addendum to
Vesta Agreement,
Regarding District Purchases
*(Under Separate Cover)***

SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

ADJOURNMENT