



Rizzetta & Company

Southaven Community Development District

**Board of Supervisors' Meeting
October 5, 2022**

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

www.southavencdd.org

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT AGENDA

Markland Amenity Center, 61 Clarissa Lane St. Augustine, FL 32095

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

**All Cellular phones and pagers must be turned off while in the meeting room.
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **10:00 a.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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

September 27, 2022

Board of Supervisors
Southaven Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Southaven Community Development District will be held on **Wednesday, October 5, 2022 at 10:00 a.m.** at the Markland Amenity Center located at 61 Clarissa Lane St. Augustine, FL 32095. The following is the agenda for the meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 3, 2022.....Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for July 2022.....Tab 2
 - C. Ratification of FY 2022/2023 District Insurance Policy Renewal.....Tab 3
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape and Maintenance
 1. Consideration Tree Stump Removal Proposal.....Tab 4
 2. Consideration of Entrance Plant Removal and Replacement (under separate cover)
 - D. Amenity and Field Management
 1. General Manager Report.....Tab 5
 - i. Amenity Report
 - ii. Field Report
 2. Clearwaters Lake Management Report.....Tab 6
 - E. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Proposal from Epic PoolsTab 7
 - B. Consideration of Resolution 2023-01; Relating to Project Completion (under separate cover)
5. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
6. **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.

Very truly yours,
Melissa Dobbins
Melissa Dobbins
District Manager

Tab 1

MINUTES OF MEETING

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

**SOUTHAVEN
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Southaven Community Development District was held **Wednesday, August 3, 2022 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
Robert Monk	Board Supervisor, Assistant Secretary
Richard Fetter	Board Supervisor, Assistant Secretary
Roger Giddens	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLC (via speakerphone)
Wes Haber	District Counsel, Kutak Rock, LLC
Scott Lockwood	District Engineer, ETM
Dan Fagen	Director of Facility Operations, Vesta
Lisa Licata	Amenity Manager, Vesta
Kevin McKendree	Field Manager, Vesta
Billy Buerki	Brightview Landscaping
April Day-Wolff	Hines

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**

Audience commented on bidding process, and had a request for zoom meeting options.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the
Regular Meeting held on May 4, 2022**

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board approved the Minutes of the Regular Meeting held on May 4, 2022 for Southaven Community Development District.
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FOURTH ORDER OF BUSINESS

Ratification of the Operations and Maintenance Expenditures for April, May, and June 2022

On a motion by Mr. Fetter, seconded by Mr. Monk, with all in favor, the Board ratified Operations and Maintenance Expenditures for April 2022 in the amount of \$56,767.99, May 2022 in the amount of \$63,631.38, and June 2022 in the amount of \$60,946.36 for Southaven Community Development District.

Board moved to Staff Reports

FIFTH ORDER OF BUSINESS

STAFF REPORTS

- A. District Counsel
 - 1. Update on Parking Enforcement
Mr. Haber updated the Board that Ms. Buchanan has reached out to the POA and still waiting for review options further regarding the HOA having the ability to tow or enforce parking on CDD roadways.
- B. District Engineer
 - 1. Ratification of Stormwater Needs Analysis
Mr. Lockwood reviewed the analysis. After discussion, the Board requested he look at the tree that is down in the canal and may be restricting drainage.
 - 2. Ratification of Annual Engineer Report
Mr. Lockwood reviewed the Annual Engineer Report and stated he added language to this report that could meet the District's Public Facilities Report requirement which is required every seven years to be submitted to the local government.
- C. Landscape and Maintenance
 - 1. Brightview Landscape Report
 - i. Consideration of Hurricane Pre-Authorization
Mr. Buerki reviewed Hurricane Pre-Authorization and the Board approved a not to exceed amount of \$5,000.00 to remove any debris that could be a possible threat to people or property.

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board approved the Hurricane Pre-Authorization in a not to exceed amount of \$5,000.00, for Southaven Community Development District.

- 2. Consideration of Brightview Landscape Proposals
 - i. Swale Trenching
Ms. Licata noted that this is the ditch behind homes along Bronson who some have dumped their run off from the lot into the ditch. The Board authorized the District to do the one time clean up in the amount of \$989.33, but request the District notice the homeowners that they can't dump waste into this area.

On a motion by Mr. Monk, seconded by Mr. Fetter, with all in favor, the Board approved the Brightview proposal for Swale Trenching in the amount of \$989.33, for Southaven Community Development District.

ii. Drainage Installation along Sidewalks

Brightview reviewed their proposal and per the direction of the Board will also look at the area by the mailboxes next to the tennis courts.

On a motion by Mr. Giddens, seconded by Mr. Monk, with all in favor, the Board approved in substantial form in the amount of \$9,668.98 subject to adding the mailbox section after Mr. Fetter's final review and approval, for Southaven Community Development District.

iii. Removal of Dead Plants at Entrance

This item was tabled. Board requested Brightview to monitor water and irrigation and revise proposal for replacement options.

iv. Ornamental Grass Replacement

On a motion by Mr. Monk, seconded by Mr. Giddens, with all in favor, the Board approved the Brightview proposal in the amount of \$1,757.04, for Southaven Community Development District.

D. Amenity Management

1. Amenity Manager Report

Ms. Licata reviewed her report and updated the Board that the MacClellan proposal is not in the amount of \$20,860.00 which provides two concrete slabs for benches. The Board confirmed the revised proposal is still approved, but still contingent that the developer is paying half for the new dumpster site. However, regarding moving or ordering new benches, the Board directed staff to take two benches from the dog park so they would match, and move to the pond areas on the new concrete slabs and move the Westcott bench back to the dog park.

Ms. Licata reviewed pricing options to terminate Comcast and go with AT&T for internet and phones, which should be a \$300.00 per month savings. However, Comcast will have a \$35.00 termination fee per account (District has two) for remaining months. Board directed staff to move forward to cancel Comcast, add AT&T to upgrade service. Board authorized staff to work with Mr. Monk for any miscellaneous items that may need to be finalized during switch of service.

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board approved the termination of Comcast and switch over to AT&T, for Southaven Community Development District.

Once AT&T is installed Board requested staff to test zoom options to have a line for audience to attend meetings.

Board also requested staff to get updated cost information to add LED Preventative Maintenance service to the current agreement for the gates.

2. Field Manager Report

Ms. Licata introduced Mr. McKendree as the new field manager. After review of the Field Report the Board requested staff to get a cost to street sweep the whole community.

E. District Manager Report

Ms. Dobbins updated the Board on current financials. Also noted the pool permit was renewed, the Jani-King Agreement was executed, and staff are still working on a claim to get reimbursed for gate damage done by a contractor's truck. Also, the District has met the following compliance items: Stormwater Needs Analysis was submitted on time, the Annual District Engineer's Report was submitted to the Trustee on time, and the ADA Website had a quarterly Audit.

SIXTH ORDER OF BUSINESS

Public Hearing on Rules and Rates

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board opened the public hearing on Rules and Rates, for Southaven Community Development District.

1. Consideration of Resolution 2022-07; Rules and Rates
Audience comments regarding cleaning fees, cost on replacing assets, recommended keeping rates high to keep people responsible.

On a motion by Mr. Monk, seconded by Mr. Fetter, with all in favor, the Board closed the public hearing on Rules and Rates, for Southaven Community Development District.

After discussion, the Board set Meeting Room Rental Fee to \$75.00 and kept the Deposit at \$200.00, Social Room and Meeting Rental to \$200.00 and Deposit at \$500.00, and Pool Pavilion Rental fee to \$100.00 and Deposit of \$250.00. The Board eliminated the Fire Pit Area as a rental space.

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board adopted Resolution 2022-07; Rules and Rates, for Southaven Community Development District.

On a motion by Mr. Monk, seconded by Mr. Giddens, with all in favor, the Board approved the policy change that for events in excess of forty people and/or with alcohol will request additional staff, for Southaven Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Synergy Proposal

Ms. Licata reviewed that she did reach out to two other companies regarding a proposal for the speakers and touch pane. However, the Synergy technician noted this was due to lightning.

On a motion by Mr. Monk, seconded by Mr. Giddens, with all in favor, the Board approved Synergy's proposal in the amount of \$4,620.72 and directed District Manager to make a claim through insurance for possible reimbursement less the deductible, for Southaven Community Development District.

Mr. Haber left the meeting and Ms. Buchannan joined via speakerphone.

EIGHTH ORDER OF BUSINESS

Consideration of Renewal Proposal from Vesta

On a motion by Mr. Monk, seconded by Mr. Giddens, with all in favor, the Board approved Vesta's renewal proposal, for Southaven Community Development District.

NINTH ORDER OF BUSINESS

Public Hearing on FY 2022/2023 Budget

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board opened the public hearing on Rules and Rates, for Southaven Community Development District.

1. Consideration of Resolution 2022-08; Adopting FY 2022/2023 Budget Audience comments reserve analysis, current available funding, and bond issue options.

On a motion by Mr. Fetter, seconded by Mr. Monk, with all in favor, the Board closed the public hearing on Rules and Rates, for Southaven Community Development District.

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board adopted Resolution 2022-08; Adopting FY 2022/2023 Budget, for Southaven Community Development District.

Mr. O'Shea left the meeting.

TENTH ORDER OF BUSINESS

Public Hearing on Special Assessments

On a motion by Mr. Monk, seconded by Mr. Giddens, with all in favor, the Board opened the public hearing on Rules and Rates, for Southaven Community Development District.

1. Consideration of Resolution 2022-09; Imposing Special Assessments
No audience comments

On a motion by Mr. Fetter, seconded by Mr. Monk, with all in favor, the Board closed the public hearing on Rules and Rates, for Southaven Community Development District.

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board adopted Resolution 2022-09; Imposing Special Assessments, for Southaven Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-10:
Setting Date, Time, and Location of
FY 2022/2023 Meetings**

On a motion by Mr. O'Shea, seconded by Mr. Giddens, with all in favor, the Board adopted Resolution 2022-10; Setting Date, Time, and Location of FY 2022/2023 Meetings, for Southaven Community Development District.

TWELFTH ORDER OF BUSINESS

**Acceptance of Third Addendum –
Contract for Professional District
Services**

On a motion by Mr. Monk, seconded by Mr. Giddens, with all in favor, the Board accepted Third Addendum – Contract for Professional District Services, for Southaven Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

There were no supervisor requests.
Audience members had comments regarding the need for tennis court lights, Hines no longer has legal ownership in the District. Request was made for volunteers to help with trash pickup.
Ms. Day-Wolff noted she is meeting with Lennar for updates on remaining items that need to be handled before they are out of the community.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Monk, seconded by Mr. Fetter, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 1:37 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

July 2022

Presented For Board Approval

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

The total items being presented: **\$87,355.20**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Southaven Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Big Z Pool Service, LLC	002662	10964	Install (8) Drain Grates 07/22	\$ 1,030.00
Big Z Pool Service, LLC	002662	10968	Install Pump Motor 07/22	\$ 1,597.00
BrightView Landscape Services, Inc	002655	7833130	Monthly Exterior Maintenance 04/22	\$ 13,930.00
BrightView Landscape Services, Inc	002663	7973171	Monthly Exterior Maintenance 07/22	\$ 13,930.00
CA Florida Holdings, LLC	002657	000496039	Acct #765268 Legal Advertising 06/22	\$ 421.84
Camellia Reyes	002660	07/08/22 Reyes	Rental Deposit Refund 07/22	\$ 500.00
Clear Waters, Inc.	002664	124660	Lake Management 07/22	\$ 803.50
England-Thims & Miller, Inc.	002656	0203519	Engineering Services 06/22	\$ 717.50
England-Thims & Miller, Inc.	002656	0203520	Engineering Services 06/22	\$ 307.50
Florida Power & Light	002666	FPL Summary 06/22	FPL Summary 06/22	\$ 2,820.87
Hidden Eyes LLC dba Envera Systems	002665	717064	Alarm Monitoring Services 08/22	\$ 4,124.62

Southaven Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Jessica Mason	002658	07/03/22 Mason	Rental Deposit Refund 07/22	\$ 100.00
Kutak Rock, LLP	002652	3068589	Legal Services 05/22	\$ 2,429.17
Loryn, Vanasupa	002651	062822	Rental Deposit Refund 06/22	\$ 100.00
Newagetutors LLC BBA Global Tech	002670	4082	Website ADA Compliance 07/22	\$ 300.00
Poolsure	002650	131295607745	Water Management Seasonal Billing Rate 07/22	\$ 481.14
Putting On Pressure, Inc	002659	INV-000427	Manor House Low Pressure Wash 06/22	\$ 650.00
Rizzetta & Company, Inc.	002653	INV0000069317	District Management Fees 07/22	\$ 3,498.25
Rizzetta & Company, Inc.	002661	INV0000069644	Mass Mailing - Budget Notice 07/22	\$ 400.23
Smith Electrical, Inc.	002654	19393	Installed led lamp 05/22	\$ 724.92
St Johns Utility Department	002667	SJC Utility Summary 06/22	St Johns County Utility Summary 06/22	\$ 7,651.87
St Johns Utility Department	002667	SJC Utility Summary 07/22	St Johns County Utility Summary 07/22	\$ 7,427.09

Southaven Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Turner Pest Control LLC	002668	18210550	Monthly Pest Control 07/22	\$ 77.18
Vesta Property Services, Inc.	002669	399168	Amenity Management / General Facility Maint / Pool Svc 06/22	\$ 11,595.66
Vesta Property Services, Inc.	002669	400198	Amenity Management / General Facility Maint / Pool Svc 07/22	\$ 11,595.66
Waste Management Inc. of Florida	2022071522-1	0019163-4032-4	Waste Disposal Services 07/22	<u>\$ 141.20</u>
Report Total				<u>\$ 87,355.20</u>

Tab 3



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Southaven Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

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

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122672

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$3,340,353
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$299,921

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

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

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

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

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$24,049

Extensions of Coverage

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

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

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

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

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122672

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$24,049
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,500
Public Officials and Employment Practices Liability	\$2,864
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$30,413

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT

Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Southaven Community Development District

(Name of Local Governmental Entity)

By: _____

Signature

Walt O'Shea

Print Name

Witness By: _____

Signature

April Day-Wolff

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____

Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

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

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

<input checked="" type="checkbox"/>	Building and Content TIV	\$3,340,353	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$299,921	As per schedule attached
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature: WPO'Shea Date: 9.14.2022

Name: Walt O'Shea

Title: Chairman

**Southaven Community Development District**

Policy No.: 100122672
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
1	Gatehouse		2016	10/01/2022	\$147,400		
	60 Harkness Court St. Augustine FL 32095		Joisted masonry	10/01/2023	\$375		\$147,775
	Cross gable			Asphalt shingles			
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
2	Entry Monument		2016	10/01/2022	\$221,350		
	60 Harkness Court St. Augustine FL 32095		Non combustible	10/01/2023			\$221,350
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
3	Precast Wall		2016	10/01/2022	\$170,600		
	60 Harkness Court St. Augustine FL 32095		Masonry non combustible	10/01/2023			\$170,600
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
4	Entry Gates - 3 Arm Gates & 2 Iron Swing Gates		2016	10/01/2022	\$26,900		
	60 Harkness Court St. Augustine FL 32095		Non combustible	10/01/2023			\$26,900
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
5	3 Benches - Powder Coated Steel		2016	10/01/2022	\$7,610		
	Markland Parks St. Augustine FL 32095		Property in the Open	10/01/2023			\$7,610
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
6	Trash Cans and Doggie Pot Stations		2016	10/01/2022	\$6,300		
	Markland Parks St. Augustine FL 32095		Property in the Open	10/01/2023			\$6,300
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
7	Clubhouse		2016	10/01/2022	\$1,779,400		
	61 Clarissa Lane St. Augustine FL 32095		Joisted masonry	10/01/2023	\$212,380		\$1,991,780
	Gable			Asphalt shingles			

Sign: _____

Print Name: _____

Date: _____

**Southaven Community Development District**

Policy No.: 100122672
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
8	Pool, Pool Equipment Enclosure and Fencing		2016	10/01/2022	\$220,985		\$220,985	
	61 Clarissa Lane St. Augustine FL 32095		Below ground liquid storage tank / pool	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
9	Pool Furniture, Trash Cans and Drinking Fountain		2016	10/01/2022	\$49,200		\$49,200	
	61 Clarissa Lane St. Augustine FL 32095		Property in the Open	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
10	Tennis Courts (2) with Basketball Half Court, benches, including fencing, windscreen and shade structure, trash can		2016	10/01/2022	\$96,140		\$96,140	
	61 Clarissa Lane St. Augustine FL 32095		Non combustible	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
11	Playground Equipment including benches, trash can		2016	10/01/2022	\$76,596		\$76,596	
	61 Clarissa Lane St. Augustine FL 32095		Non combustible	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
12	Cabanas (3) Aluminum Frame with Fabric Drape		2016	10/01/2022	\$15,900		\$15,900	
	61 Clarissa Lane St. Augustine FL 32095		Property in the Open	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
13	Shade Structures (2) Wood with shade cloth		2016	10/01/2022	\$21,400		\$21,400	
	61 Clarissa Lane St. Augustine FL 32095		Non combustible	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
14	Kayak Launch		2016	10/01/2022	\$31,588		\$31,588	
	61 Clarissa Lane St. Augustine FL 32095		Non combustible	10/01/2023				

Sign: _____

Print Name: _____

Date: _____

**Southaven Community Development District**

Policy No.: 100122672
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
15	Mailboxes PH 1 (13) & PH 2 (11)		2016	10/01/2022	\$42,280		\$42,280	
	Within Community St. Augustine FL 32095		Non combustible	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
16	Markland - Dog Park: 8 Pole Lights, 10 Benches, Dog wash, fountain, waste station, fence - PVC, Chain Link fence with gates		2018	10/01/2022	\$68,949		\$68,949	
	61 Clarissa Lane St. Augustine FL 32095		Non combustible	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
17	Walkway Bridge		2016	10/01/2022	\$100,000		\$100,000	
	60 Harkness Ct/140 Kirkside Ave St. Augustine FL 32095		Bridges	10/01/2023				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
18	2 Entry Monuments Phase 2B		2020	10/01/2022	\$45,000		\$45,000	
	Westcott Pkwy St Augustine FL 32095		Non combustible	10/01/2023				
			Total:	Building Value \$3,127,598		Contents Value \$212,755		Insured Value \$3,340,353

Sign: _____

Print Name: _____

Date: _____

**Southaven Community Development District**

Policy No.: 100122672
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Security Cameras (3) with DVR & Monitor		Electronic data processing equipment	10/01/2022 10/01/2023	\$1,925	\$1,000
2	Entry Lighting - 5 Pole Lights, 4 Column Lights, 20 Up Lights		Other inland marine	10/01/2022 10/01/2023	\$39,415	\$1,000
3	Lighting - 8 Pole Lights Park D&F		Other inland marine	10/01/2022 10/01/2023	\$29,100	\$1,000
4	Various Street Signs in Ph1, 2A & 2B		Other inland marine	10/01/2022 10/01/2023	\$47,775	\$1,000
5	Exterior Lighting - 19 Poles with 54 up lights		Other inland marine	10/01/2022 10/01/2023	\$120,000	\$1,000
6	Access Control System		Other inland marine	10/01/2022 10/01/2023	\$33,946	\$1,000
7	Pool Chair Lift		Other inland marine	10/01/2022 10/01/2023	\$5,000	\$1,000
8	Security System Equipment		Electronic data processing equipment	10/01/2022 10/01/2023	\$22,760	\$1,000
				Total	\$299,921	

Sign: _____

Print Name: _____

Date: _____

Tab 4

Proposal for Extra Work at Southaven CDD

Property Name	Southaven CDD	Contact	Lisa Licata
Property Address	61 Clarissa Lane St. Augustine, FL 32095	To	Rizzetta & Company Inc
		Billing Address	2806 N Fifth St Unit 403 St. Augustine, FL 32084
Project Name	Southaven - remove stump and install sod at park F by Haas		
Project Description	Enhancement		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Park F stump removal/sod install			Subtotal	\$519.40
1.00	LUMP SUM	Mobilization, labor labor to remove stump, and dispose of green waste	\$326.48	\$326.48
50.00	SQUARE FEET	Zoysia sod installed	\$1.57	\$78.44
1.00	LUMP SUM	Irrigation modifications and adjustments	\$114.48	\$114.48

For internal use only

SO# 7873194
JOB# 460800009
Service Line 130

Total Price \$519.40

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2270 Dobbs Rd, St Augustine, FL 32086 ph. fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature _____ Title **Facility Manager**

Lisa Licata _____ **July 20, 2022**
Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title **Account Manager**

Steve McAvoy _____ **July 20, 2022**
Printed Name Date

Job #: 460800009

SO #: 7873194

Proposed Price \$519.40

Exclusions And Qualifications

Personnel/ Working Hours	<ul style="list-style-type: none">• This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)• BrightView is an open shop contractor, non-signatory to any labor agreements.• This Proposal is based on non-prevailing wage and non-union labor rates.• This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.
Utilities, Traffic Control, and Permitting	<ul style="list-style-type: none">• BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.• Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.• BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.• BrightView is not responsible for unmarked private utilities.• A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.• The owner shall be responsible for identifying and marking all underground utilities within in the work site.• BrightView shall accept no responsibility for damage to any unmarked underground utilities.
Scope of Work/ Project Specifications	<ul style="list-style-type: none">• No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.• Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.• Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.• Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.• No demolition work is provided for in this proposal except as noted in the scope of work.• BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)• Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.• Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.• Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.• Specified plant materials are subject to availability at the time of construction.
Irrigation	<ul style="list-style-type: none">• BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.• No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.• Irrigation to be taken from provided point of connection. Water meter installation excluded.• Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.• Power (110v) P.O.C. for irrigation controller will be provided by the others.• BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.
Warranty	<ul style="list-style-type: none">• BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.• Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

Tab 5



Amenity Manager Report
Southaven CDD Meeting
October 5th, 2022

Date of Report: October 5th, 2022

Submitted by: Lisa Licata

○ ***Upcoming Events***

- Saturday, October 15th - Blood Drive
- Friday, October 21st- Fiesta Friday
- Monday, October 31st- Halloween Pizza Party
- Friday, November 18th- Fire Pit Friday

○ ***Concluded Event***

- Saturday, August 20th- Blood Drive
- Swim Lessons for the Year

○ ***Amenity Center***

- I have 349 families registered at the Manor House of which 349 are living in Markland.
- Yelp Box was installed on the visitor arm for emergency vehicles to gain access using their sirens.
- Holiday lights will be installed on November 20th.
- Program and Rental Revenue was \$1175 for August and September.
- Muhly Grasses behind homes on the lake-removal. Can a resident remove? They were put in for aesthetics.
- Still waiting on the permit for Dumpster Corral. Lots of holdups with the County.
- AT&T is half done, having an issue with the Manor House address but the guard house has been moved over.
- Update on the Fire pit at 72 Kirkside with POA.
- Update on Synergy Installation.

Markland



*Vesta*TM

Vested in your community.



*Vesta*TM

Vested in your community.



Field Ops Report

Southaven CDD

Date Submitted: October 5th, 2022 Submitted by: Lisa Licata



Backed up sewer was cleaned out of all these construction screens on Latrobe Cul De Sac



All wood and straps were removed from palms and island trees on Latrobe and Kirkside.



Made some fence repairs in the dog park from some fallen tree branches.



Replaced two back porch ceiling fans.

Changed light and ballast in the guard house communication closet.

Organized and cleaned pump house.

Markland



Started painting the inside of the Manor house and making minor patch work repairs.

Future projects include:

- Patching gym wall issues and painting walls
- Continue painting inside of Manor House Social Room and Meeting Room
- Pressure washing all common areas starting with main entrance and surrounding Manor House common areas. Ongoing project through the fall and will complete all common areas. Going to keep in house to save some costs.
- Mailbox kiosk cleaning will be done by the spring.

Tab 6

Lake Management Report

Job: Markland (Southhaven CDD)

Date: 8-24-22

Technician: S Johnson

Equipment: Skiff

Weather: Partly Cloudy

Lake ID

1. Torpedo grass, Bacopa



- ## 2. Torpedo Grass



Tab 7

BID-PROPOSAL



Epic Pools, Inc.
1820 SR 13 N, Suite 3
St Johns, FL 32259
PHONE (904) 417-5100
CPC# 1457438

DATE: 9/8/22
PROPOSAL NO: 1

	NAME: MARKLAND CD				
<i>and</i> BUYER/ OWNER	PROJECT ADDRESS:		CITY ST AUGUSTINE	STATE/ZIP FL	PHONE
	ALTERNATE ADDRESS (IF ANY)		CITY	STATE/ZIP	PHONE

We hereby propose to furnish the following work: **supply & install polymeric sand along the perimeter of the pool coping.**

\$1,400.00

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

X_____Date_____
Customer

X_____Date_____
Customer

X_____Date_____
Contractor