



Rizzetta & Company

# **Southaven Community Development District**

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**Board of Supervisors' Meeting  
October 4, 2023**

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

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

# SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

Markland Amenity Center, 61 Clarissa Lane St. Augustine, FL 32095  
[www.southhavencdd.org](http://www.southhavencdd.org)

<b>Board of Supervisors</b>	Richard Fetter Roger Giddens Bob Monk Don Boerema Jim Alexander	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jonathan Johnson Katie Buchanan	Kutak Rock, LLP Kutak Rock, LLP
<b>District Engineer</b>	Scott Lockwood	England-Thims & Miller, Inc.

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

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

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

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

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

Board of Supervisors  
Southaven Community  
Development District

September 27, 2023

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Southaven Community Development District will be held on **October 4, 2023 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 this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIENCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 2, 2023 .....Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for the month of July and August 2023 .....Tab 2
  - C. Consideration of Resolution 2024-01; Amending FY 23 Budget .....Tab 3
5. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape and Maintenance Report (under separate cover)
    1. BrightView Enhancement Proposals (under separate cover)
  - D. General Manager Report.....Tab 4
    1. Amenity Update
      - i. Review of Fall Festival Event
      - ii. Review of Sidewalk Matter
      - iii. Review of Renting Policies
      - iv. Review of Strike Suspension Policies
      - v. Discussion of Event Sponsors
    2. Field Update
    3. Clearwaters Lake Management Report
  - E. District Manager
    1. Acceptance of Fourth Addendum to Contract for Professional District Services.....Tab 5
    2. Acceptance of First Addendum to Contract for Professional Technology Services .....Tab 6
6. **BUSINESS ITEMS**
  - A. Consideration of Pressure Washing Proposals .....Tab 7
  - B. Consideration of Road Striping Proposal.....Tab 8
  - C. Consideration of Surge Protection Proposals.....Tab 9
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **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**  
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 **August 2, 2023 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:

Richard Fetter	<b>Board Supervisor, Chairman</b>
Roger Giddens	<b>Board Supervisor, Vice Chairman</b>
Bob Monk	<b>Board Supervisor, Assistant Secretary</b>
Don Boerema	<b>Board Supervisor, Assistant Secretary</b>
Jim Alexander	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock, LLC</b>
Lisa Licata	<b>Amenity Manager, Vesta</b>
Scott Lockwood	<b>District Engineer, ETM</b>
Steve McAvoy	<b>Brightview Landscape</b>
Dana Harden	<b>Vesta Property Services</b>
Lisa Licata	<b>Amenity Manager, Vesta Property Services</b>

Audience in attendance.

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

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

**SECOND ORDER OF BUSINESS****Pledge of Allegiance**

Board of Supervisors led the Pledge of Allegiance.

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

Audience Member requested more detail on the agenda item which was listed "under separate cover" when the board discusses it.

**FOURTH ORDER OF BUSINESS****Consideration of the Minutes of the  
Regular Meeting held on May 3, 2023**

On a motion by Mr. Alexander, seconded by Mr. Boerema with all in favor, the Board approved the Minutes of the Regular Meeting held on May 3, 2023, for Southaven Community Development District.

**FIFTH ORDER OF BUSINESS****Ratification of the Operations and  
Maintenance Expenditures for April,  
May and June 2023**

On a motion by Mr. Alexander, seconded by Mr. Boerema, with all in favor, the Board ratified Operations and Maintenance Expenditures for April 2023 in the amount of \$67,524.80, for Southaven Community Development District.

On a motion by Mr. Boerema, seconded by Mr. Alexander, with all in favor, the Board ratified Operations and Maintenance Expenditures for May 2023 in the amount of \$56,918.38, for Southaven Community Development District.

On a motion by Mr. Fetter, seconded by Mr. Monk, with all in favor, the Board ratified Operations and Maintenance Expenditures for June 2023 in the amount of \$63,182.38, for Southaven Community Development District.

**SIXTH ORDER OF BUSINESS****Consideration of Resolution 2023-04;  
Redesignating Secretary**

On a motion by Mr. Alexander, seconded by Mr. Monk, with all in favor, the Board adopted Resolution 2023-04; Redesignating Secretary, for Southaven Community Development District.

**SEVENTH ORDER OF BUSINESS****Acceptance of Annual Audit –  
Fiscal Year Ending September 2022**

On a motion by Mr. Fetter, seconded by Mr. Alexander, with all in favor, the Board accepted the Annual Audit Fiscal Year ending September 2022, for Southaven Community Development District.

**EIGHTH ORDER OF BUSINESS****STAFF REPORTS****A. District Counsel**

Ms. Buchanan discussed with the Board the matter regarding alcohol at resident events and the use of tobacco. After discussion, the Board approved an amendment to the CDD policies, that only during resident events at the fire pit to

76 include authorization of the use of tobacco. Also, the Board approved a policy  
77 amendment for residents to be able to supply their own alcohol on CDD property  
78 (excluding the pool wet deck area) as long as the residents are not selling or  
79 distributing alcohol to others. For guests to have their own alcohol on CDD  
80 property during resident events, a waiver will need to be on file and signed by the  
81 guest.  
82

On a motion by Mr. Monk, seconded by Mr. Alexander, with all in favor, the Board approved the amendments to the CDD alcohol and tobacco use policies, as stated in the record, subject to a final review by the Chair, for Southaven Community Development District.

83  
84  
85 B. District Engineer

86 1. Acceptance of Annual Engineers Report

87 Mr. Lockwood reviewed his 2023 Annual Report. He noted that road  
88 stripping may need to be looked at sooner than later. The Board directed  
89 staff to look into getting proposals to be reviewed at a future meeting.

90  
91 Mr. Lockwood also discussed issues with the fire pit washout and noted he  
92 will help to develop a plan to get an estimate to repair.  
93

On a motion by Mr. Monk, seconded by Mr. Boerema, with all in favor, the Board accepted the 2023 Annual District Engineers Report, for Southaven Community Development District.

94  
95 C. Landscape and Maintenance

96 Mr. McAvoy reviewed his report.

97  
98 Mr. Fetter requested BrightView to prepare the next entrance phase of  
99 enhancements to be reviewed at the next meeting.

100  
101 1. BrightView Enhancement Proposals

102 After discussion, the board approved BV's proposal for sod install in the  
103 amount of \$3,199.64.  
104

On a motion by Mr. Monk, seconded by Mr. Boerema, by majority vote, Mr. Alexander opposed, the Board approved the BrightView enhancement proposal in the amount of \$3,199.64, for Southaven Community Development District.

105  
106 After discussion, the Board approved BrightView's proposal for soil elevation  
107 & fill dirt with a not to exceed \$1200.  
108

On a motion by Mr. Monk, seconded by Mr. Boerema, by majority vote, Mr. Alexander opposed, the Board approved the BrightView's proposal for soil elevation at a not to exceed amount of \$1,200.00, for Southaven Community Development District.

D. General Manager Report

Ms. Licata reviewed her report under Tab 3. She noted that Amazon didn't get back to her regarding their access system request. The Board agreed not to move forward with this matter.

Ms. Licata also updated the Board that the Fitness Subscription will be cancelled after 1 year, but they will reduce the fee to \$99/month for 6 months, then give the last 6 months for free. The Board approved last year's terms and then cancel the service.

1. Amenity Update

i. Discussion Regarding Age Requirement for Pool Use

Ms. Licata reviewed that there were requests to reduce the pool age requirement from 16. After discussion, the Board took no further action to change the current policy.

ii. Discussion Regarding Aluminum Cans on Pool Deck

Ms. Licata also requested that the pool policy strike the language restricting aluminum cans to be allowed at the pool.

On a motion by Mr. Monk, seconded by Mr. Giddens, with all in favor, the Board approved striking the word "aluminum cans" from the pool policy, for Southaven Community Development District.

2. Field Update

After discussion, the Board reviewed a landscape rendering from Brightview for plant enhancements around the POA sign. The rendering can be presented to the POA as an option. If the POA approves, the POA will pay the CDD for Brightview to perform the work since they are already an approved vendor of the district.

On a motion by Mr. Fetter, seconded by Mr. Boerema, with all in favor, the Board confirmed that after install, the CDD will then maintain the area around the POA sign going forward, for Southaven Community Development District.

3. Clearwaters Lake Management Report

E. District Manager

Ms. Dobbins stated that per the county records there were 779 registered voters living in the district as of April 15<sup>th</sup>.

**NINTH ORDER OF BUSINESS**

**Consideration of Surge Protection Proposals**

This item was tabled.

**TENTH ORDER OF BUSINESS****Consideration of Resolution 2023-05;  
Setting Bid Thresholds (under  
separate cover)**

Ms. Buchanan reviewed the resolution terms. Dick requested that the Vice Chair be included as someone that could approve a disbursement of funds if the Chair is not available.

On a motion by Mr. Boerema, seconded by Mr. Alexander, with all in favor, the Board adopted Resolution 2023-05; Setting Bid Thresholds, as amended, for Southaven Community Development District.

Ms. Buchanan made an announcement that the Board will open a Public Hearing and will take comments on both the proposed budget and on assessments.

**ELEVENTH ORDER OF BUSINESS****Public Hearing on Fiscal Year 2023-  
2024 Budget & Assessments**

On a motion by Mr. Boerema, seconded by Mr. Alexander, with all in favor, the Board opened Public Hearing on Fiscal Year 2023-2024 Budget & Assessments, for Southaven Community Development District.

An audience member had a question regarding supervisor fees, which it was stated that all Board members waived their compensation.

There were comments regarding landscaping concerns.

On a motion by Mr. Boerema, seconded by Mr. Fetter, with all in favor, the Board closed Public Hearing on Fiscal Year 2023-2024 Budget & Assessments, for Southaven Community Development District.

1. Consideration of Resolution 2023-06; Adopting Fiscal Year 2023-2024 Budget

On a motion by Mr. Monk, seconded by Mr. Boerema, by majority vote, Mr. Alexander opposed, the Board adopted Resolution 2023-06; Adopting Fiscal Year 2023-2024 Budget for Southaven Community Development District.

2. Consideration of Resolution 2023-07; Imposing Special Assessments

On a motion by Mr. Boerema, seconded by Mr. Monk, with all in favor, the Board adopted Resolution 2023-07; Imposing Special Assessments, for Southaven Community Development District.

**TWELFTH ORDER OF BUSINESS****Consideration of Vesta Renewal  
Proposal (under separate cover)**

Ms. Harden presented Vesta's breakout of fees. The Board requested to make this breakout available to resident request and to add more detail to the final agreement.

Discussion ensued.

On a motion by Mr. Fetter, seconded by Mr. Giddens, by majority vote, Mr. Alexander opposed, the Board approved a 3-year agreement with a not to exceed a 4% increase for the 2<sup>nd</sup> and 3<sup>rd</sup> year, subject to the Chair reviewing the final form of the agreement, for Southaven Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Consideration of Resolution 2023-08;  
Setting Date, Time and Location for  
Fiscal Year 2023-2024 Meetings**

Ms. Dobbins stated the dates in exhibit A do not match the district regular schedule. She confirmed the Board would want to keep the same meeting months, day of the week and time which she will then update the exhibit accordingly. The Board confirmed.

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board adopted Resolution 2023-08; Setting Date, Time and Location of Fiscal Year 2023-2024 Meetings, as amended, for Southaven Community Development District.

**FOURTEENTH ORDER OF BUSINESS****Audience Comments and Supervisor  
Requests****Audience**

No audience comments.

**Supervisor Comments**

No supervisor comments.

**FIFTEENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. Fetter, seconded by Mr. Monk, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 1:44 p.m. for Southaven Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT



## **Tab 2**

# **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.SOUTHAVENCDD.ORG

## **Operation and Maintenance Expenditures**

**July 2023**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$36,550.50**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Ancient City Janitorial LLC	100264	1330	Janitorial Services 07/23	\$ 859.00
AT&T	EFT	322343089 06/23 Autopay 287	Internet & Phone Services 06/23	\$ 165.98
AT&T	EFT	323860823 06/23 Autopay 287	Internet & Phone Services 06/23	\$ 308.10
BrightView Landscape Services, Inc.	100259	8444732	Irrigation Repairs 05/23	\$ 1,218.48
BrightView Landscape Services, Inc.	100260	8492675	Install Sod in Dog Park 06/23	\$ 2,994.44
BrightView Landscape Services, Inc.	100258	8494297	Irrigation Repairs 06/23	\$ 1,632.19
Clear Waters, Inc.	100254	132482	Pond Maintenance 05/23	\$ 803.50
Clear Waters, Inc.	100266	133261	Pond Maintenance 07/23	\$ 803.50
Clear Waters, Inc.	100265	134040	Pond Maintenance 07/23	\$ 803.50
COMCAST	EFT	8495 74 140 1213297 06/23 Autopay	Telephone Services 06/23	\$ 372.00
England, Thims & Miller, Inc.	100267	208890	Engineering Services 07/23	\$ 1,238.46

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	EFT	Monthly Summary 07/23 Autopay 287	Electric Services 07/23	\$ 3,289.38
Hardwick Fence, LLC	100274	153614	Replace Aluminum Walk Gate 07/23	\$ 360.00
Hardwick Fence, LLC	100275	153784	West Side Of Entrance Gate Repairs 07/23	\$ 217.50
Hidden Eyes, LLC	100268	728757	Gate Monitoring Services 07/23	\$ 4,187.62
Pacetti Plumbing, Inc.	100272	10028	Urinal Repairs 06/23	\$ 350.00
Poolsure	100269	131295615634	Pool Maintenance 07/23	\$ 697.65
Rizzetta & Company, Inc.	100252	INV0000081351	District Management Fees 07/23	\$ 3,556.16
Rizzetta & Company, Inc.	100253	INV0000081439	Mass Mailings 06/23	\$ 520.02
Smith Electrical, Inc.	100261	30064	Replace 2 Lights 06/23	\$ 714.92
St Johns Utility Department	EFT	Monthly Summary 06/23 Autopay	Water Services 06/23	\$ 5,630.64
Stephanie Rone	100257	Rone052223	Deposit Refund 05/23	\$ 200.00

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sunbelt Gated Access Systems of Florida, LLC	100273	2304	Gate Maintenance 07/23	\$ 2,125.00
Synergy Florida	100262	372832	Service Call 06/23	\$ 335.00
Turner Pest Control, LLC	100255	617379756	Pest Control Services 06/23	\$ 84.90
Turner Pest Control, LLC	100270	617485023	Pest Control Services 07/23	\$ 84.90
USA Services of Florida, LLC	100263	USA032206	Sweeping Services 06/23	\$ 2,200.00
Vesta Property Services, Inc.	100256	411491	Billable Mileage 06/23	\$ 35.00
VGlobal Tech	100271	5206	ADA & WCAG Audits 07/23	\$ 300.00
Waste Management Inc. of Florida	EFT	0032372-4032-4 Autopay	Waste Disposal Services 07/23	\$ <u>462.66</u>
<b>Report Total</b>				<b>\$ <u>36,550.50</u></b>

# **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.SOUTHAVENCDD.ORG

## **Operation and Maintenance Expenditures**

**August 2023**

**Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:                   **\$89,733.56**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Southaven Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ancient City Janitorial LLC	100291	1367	Janitorial Services 08/23	\$ 859.00
AT&T	EFT	322343089 07/23 Autopay	Internet & Phone Services 07/23	\$ 166.03
AT&T	EFT	323860823 07/23 Autopay	Internet & Phone Services 07/23	\$ 308.30
BrightView Landscape Services, Inc.	100289	8486414	Landscape Maintenance 07/23	\$ 13,930.00
BrightView Landscape Services, Inc.	100298	8530671	Landscape Maintenance 08/23	\$ 13,930.00
BrightView Landscape Services, Inc.	100297	8553312	Irrigation Repairs 08/23	\$ 2,349.94
COMCAST	EFT	8495 74 140 1213297 07/23 Autopay	Telephone Services 07/23	\$ 372.00
England, Thims & Miller, Inc.	100279	209407	Engineering Services 07/23	\$ 205.00
Florida Power & Light Company	EFT	Monthly Summary 08/23 Autopay 287	Electric Services 08/23	\$ 3,383.78
Hidden Eyes, LLC	100288	729934	Gate Monitoring Services 08/23	\$ 4,187.62
Kutak Rock, LLP	100277	3254273	Legal Services 06/23	\$ 289.63



## Southaven Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
OnSight Industries LLC	100280	002-23-334602-1	Mailbox Labeling 06/23	\$ 1,097.00
Otis Elevator Company	100292	100401273954	Elevator Maintenance 08/23	\$ 1,984.08
Poolsure	100293	131295616371	Pool Maintenance 08/23	\$ 697.65
Reidis Pavers Inc	100290	1003	Fire Pit Project 08/23	\$ 6,000.00
Rizzetta & Company, Inc.	100276	INV0000082214	District Management Fees 08/23	\$ 3,556.16
Smith Electrical, Inc.	100284	30354	Reset Breaker for Park Lights 08/23	\$ 202.50
Smith Electrical, Inc.	100294	30382	Replace LED Ground Light 08/23	\$ 406.92
Smith Electrical, Inc.	100299	30445	Replace LED Ground Light 08/23	\$ 1,764.97
Smith Electrical, Inc.	100301	30483	Replace LED Module 08/23	\$ 262.38
Southeast Fitness Repair	100278	101759	Fitness Maintenance 05/23	\$ 435.00
Southaven CDD	DC Repelnishment 08/09/23	DC Repelnishment 08/09/23	DC Repelnishment 08/09/23	\$ 1,386.17
St Johns Utility Department	EFT	Monthly Summary 07/23 Autopay	Water Services 07/23	\$ 3,588.99

## Southaven Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Synergy Florida	100281	373832	Service Call 07/23	\$ 475.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100287	5749320	Legal Advertising 07/23	\$ 487.59
Turner Pest Control, LLC	100302	617603898	Pest Control Services 08/23	\$ 84.90
Vesta Property Services, Inc.	100283	411116	Management & Staffing Services 07/23	\$ 12,724.83
Vesta Property Services, Inc.	100295	411857	Management & Staffing Services 08/23	\$ 12,724.83
Vesta Property Services, Inc.	100282	412334	Billable Mileage 07/23	\$ 60.63
VGlobal Tech	100296	5280	ADA & WCAG Audits 08/23	\$ 300.00
Village Key & Alarm, Inc.	100285	346573	Fire & Burglar System Maintenance 08/23	\$ 240.00
Village Key & Alarm, Inc.	100286	346574	Fire & Burglar System Maintenance 08/23	\$ 360.00
Waste Management Inc. of Florida	EFT	0033326-4032-8 Autopay	Waste Disposal Services 08/23	\$ 462.66
Wayne Automatic Fire Sprinklers, Inc.	100300	1066965	Quarterly Sprinkler Inspection 08/23	\$ 450.00
<b>Report Total</b>				<b><u>\$ 89,733.56</u></b>

## **Tab 3**

## **RESOLUTION 2024-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2022/2023 GENERAL FUND BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE**

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 St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”), adopted a General Fund Budget for Fiscal Year 2022/2023; and

WHEREAS, the Board desires to reallocate funds budgeted to reflect reappropriated Revenues and Expenses approved during the Fiscal Year.

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

Section 1. The General Fund Budget is hereby amended in accordance with Exhibit “A” attached hereto.

Section 2. This Resolution shall become effective immediately upon its adoption.

Section 3. In accordance with Florida Statute 189.016, the amended budget shall be posted on the District’s official website within five (5) days after adoption.

**PASSED AND ADOPTED THIS 4TH DAY OF OCTOBER, 2023.**

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN/ VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASST. SECRETARY**

**Amended Budget**  
**Southaven Community Development District**  
**General Fund**  
**Fiscal Year 2022/2023**

	Chart of Accounts Classification	Budget for 2022/2023	Amended Budget
1			
2	<b>REVENUES</b>		
3			
4	Special Assessments		
5	Tax Roll*	\$ 770,132	\$ 770,132
6	Other Miscellaneous Revenues		
7	Rentals, Access/Decals, Events	\$ 12,000	\$ 12,000
8			
9	<b>TOTAL REVENUES</b>	<b>\$ 782,132</b>	<b>\$ 782,132</b>
10	Balance Forward from Prior Year	\$ -	\$ 69,400
11	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 782,132</b>	<b>\$ 851,532</b>
12			
13	<b>EXPENDITURES - ADMINISTRATIVE</b>		
14			
15	Financial & Administrative		
16	Administrative Services	\$ 5,728	\$ 5,728
17	District Management	\$ 15,912	\$ 15,912
18	District Engineer	\$ 4,000	\$ 4,000
19	Disclosure Reports	\$ 6,000	\$ 6,000
20	Trustees Fees	\$ 7,000	\$ 7,000
21	Assessment Roll Certification	\$ 5,304	\$ 5,304
22	Financial & Revenue Collections	\$ 3,819	\$ 3,819
23	Accounting Services	\$ 16,015	\$ 16,015
24	Auditing Services	\$ 3,800	\$ 3,800
25	Arbitrage Rebate Reports	\$ 1,000	\$ 1,000
26	Public Officials Liability Insurance	\$ 3,200	\$ 3,200
27	Legal Advertising	\$ 1,500	\$ 1,500
28	Dues, Licenses & Fees	\$ 175	\$ 175
29	Miscellaneous Fees	\$ 500	\$ 500
30	ADA Website Hosting, Maintenance, Remediation & Backup	\$ 6,490	\$ 6,490
31	Legal Counsel		
32	District Counsel	\$ 15,000	\$ 25,000
33			
34	<b>Administrative Subtotal</b>	<b>\$ 95,443</b>	<b>\$ 105,443</b>
35			
36	<b>EXPENDITURES - FIELD OPERATIONS</b>		
37			
38	Security Operations		
39	Entry Gate Access System & Maintenance	\$ 50,183	\$ 50,183
40	Gate Phone	\$ 2,940	\$ 2,940
41	Guard House Access and Gate Maintenance and Repairs	\$ 11,000	\$ 11,000
42	Electric Utility Services		
43	Utility Services - Amenity, Gatehouse/Entry & Parks	\$ 15,000	\$ 15,000
44	Street Lights	\$ 20,000	\$ 25,000
45	Garbage/Solid Waste Control Services		
46	Garbage - Recreation Facility	\$ 1,680	\$ 1,680
47	Water-Sewer Combination Services		
48	Utility Services - Potable (Amenity, Gatehouse & Pool)	\$ 11,000	\$ 11,000
49	Water - Reuse Irrigation (Parks, Entry & Amenity)	\$ 30,500	\$ 45,000
50	Stormwater Control		
51	Aquatic Pond Maintenance	\$ 9,642	\$ 9,642
52	Other Physical Environment		
53	General Liability & Property Insurance	\$ 30,200	\$ 30,200
54	Entry & Walls Maintenance	\$ 3,500	\$ 3,500
55	Landscape & Irrigation Maintenance Contract	\$ 167,160	\$ 167,160
56	Landscape Replacement & Misc. Services	\$ 35,000	\$ 45,000
57	Irrigation Repairs	\$ 2,000	\$ 12,000
58	Road & Street Facilities		
59	Street Light & Park Decorative Light Maintenance	\$ 2,000	\$ 12,000
60	Roadway and Parking Lot Repair & Maintenance	\$ 1,000	\$ 1,000
61	Common Area Repair & Maintenance	\$ 2,500	\$ 2,500
62	Street Sign Repair & Maintenance	\$ 2,500	\$ 2,500

**Amended Budget**  
**Southaven Community Development District**  
**General Fund**  
**Fiscal Year 2022/2023**

	Chart of Accounts Classification	Budget for 2022/2023	Amended Budget
63	Parks & Recreation		
64	Amenity Management Staffing Contract (On-Site Management & Maintenance Services)	\$ 152,698	\$ 152,698
65	Facility - Maintenance & Repair	\$ 12,000	\$ 18,000
66	Facility Office/Janitorial Supplies & Equipment	\$ 13,000	\$ 13,000
67	Facility Furniture Repair & Replacement	\$ 3,000	\$ 3,000
68	Facility HVAC Maintenance & Repair	\$ 3,000	\$ 3,000
69	Pool Chemicals	\$ 5,350	\$ 5,350
70	Pool Permits	\$ 350	\$ 350
71	Elevator Maintenance & Permit	\$ 3,000	\$ 3,000
72	Fitness - On Demand Subscription	\$ 2,400	\$ 2,400
73	Fitness Equipment Maintenance & Repairs	\$ 2,500	\$ 2,500
74	Telephone, Internet & Cable	\$ 8,100	\$ 12,000
75	Pest & Termite Bond	\$ 1,500	\$ 1,500
76	Amenity Security Camera System - Maintenance & Repairs	\$ 2,000	\$ 2,000
78	Tennis & Basketball Court Maintenance & Supplies	\$ 500	\$ 500
79	Dog Waste Station Supplies	\$ 2,500	\$ 2,500
80	Special Events		
81	Holiday Lights	\$ 5,000	\$ 5,000
82	Special Events	\$ 4,000	\$ 4,000
83	Contingency		
84	Capital Improvements	\$ 25,000	\$ 25,000
85	Misc. Contingency	\$ 42,986	\$ 42,986
88			
89	<b>Field Operations Subtotal</b>	<b>\$ 686,689</b>	<b>\$ 746,089</b>
90			
93	<b>TOTAL EXPENDITURES</b>	<b>\$ 782,132</b>	<b>\$ 851,532</b>
94			
95	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>
96			

## **Tab 4**





*General Manager Report*  
***Southaven CDD Meeting***  
*October 4<sup>th</sup>, 2023*

Date of Report: October 4<sup>th</sup>, 2023

Submitted by: Lisa Licata

---

○ ***Amenity Center***

- Revenue (see report)
- Update on Renwick Pipe
- Update on FPL Surge Protection (see attached flyer)
- Fall Festival Event (Board Action)
- Sidewalk at 244 Bronson Pkwy (see pics attached) Board Discussion-Possible Action
- Renting multiple spaces- Board Action
- Sponsorships- Board Action
- Strike Policy- Time Frame-Expiration-Board Discussion, possible Action



## Field Ops Report Southaven CDD

Date Submitted: October 4<sup>th</sup> , 2023

Submitted by: Lisa Licata



sprinkler controller.

Installed new outlet box on a



Added new stone to Aspinwall Park to help with the washout issue.

Continual cleaning of the Manor house exterior due to awful bug season.

Fixed and adjusted two pool gates that were not locking properly.

Fixed the see-saw in the playground since it wasn't rocking properly.

# Markland



Put all the rubber feet in the pool furniture around the pool deck.

Replaced pool pump parts for two pumps.

Fixed a broken mirror part in the spin room.

Did quarterly vent cleaning in the bathrooms and clubhouse and gym.

## **Lake Management Report**

**Job:** Markland (Southhaven CDD)

**Date:** 7-26-23

**Technician:** J Lamach

**Equipment:** Skiff

**Weather:** Partly cloudy

**Lake ID:**

1. Algae



2. Algae, Baby tears



## **Tab 5**

## FOURTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

---

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2023 (the “**Effective Date**”), by and between **Southaven Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

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

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

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

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

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

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

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

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

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_  
PRINTED NAME: William J. Rizzetta  
TITLE: President  
DATE: \_\_\_\_\_

**SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: Chairman/Vice Chairman  
DATE: \_\_\_\_\_

**ATTEST:**

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

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

**Exhibit B – Schedule of Fees**



**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

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

	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$1,379.00	\$16,548
Administrative:	\$496.42	\$5,957
Accounting:	\$1,387.92	\$16,655
Financial & Revenue Collections:	\$331.00	\$3,972
Assessment Roll <sup>(1)</sup>		\$5,516
<b>Total Standard On-Going Services:</b>	<b>\$3,594.33</b>	<b>\$48,648</b>

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

### **PUBLIC RECORDS REQUESTS FEES:**

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

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

**LITIGATION SUPPORT SERVICES:**

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

## **Tab 6**

## FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

---

This First Addendum to the Contract for Professional Technology Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2023 (the “**Effective Date**”), by and between **Southaven Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and Rizzetta Technology Services, LLC. entered into the Contract for Professional Technology Services dated August 7, 2019 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District consented to an assignment of the Contract to Rizzetta & Company, Inc. on December 1, 2021; and

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

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

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

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

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



Rizzetta & Company

2021-07-27 – WJR/RPS

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

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

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

PRINTED NAME: William J. Rizzetta

TITLE: President

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

**SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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

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

TITLE: Chairman/Vice Chairman

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

ATTEST:

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

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



Rizzetta & Company

2021-07-27 – WJR/RPS

**EXHIBIT B**  
Schedule of Fees

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

			<b>MONTHLY</b>
Website Compliance and Management:			\$ 100.00
Email (50 GB per user) at \$20.00 per month per account:			
Board Supervisor Account	0	x \$20.00	\$ 00.00
Onsite Staff Account	0	x \$20.00	\$ 00.00
Miscellaneous Account	0	x \$20.00	\$ 00.00
<b>Total Standard On-Going Services:</b>			<b>\$ <u>100.00</u></b>



Rizzetta & Company

2021-07-27 – WJR/RPS

## **Tab 7**





# ESTIMATE

# EST-001043

Estimate Date: Sep 07, 2023

Expiry Date: Oct 05, 2023

**FROM:**

**Putting On Pressure, Inc.**

2817 Pine Acres Rd

St. Augustine, FL, 32086

Email: puttingonpressure@gmail.com

Phone: (904) 501-0440

**TO:**

**Southaven Cdd C/o Rizetta&co**

Attn: Lisa Licata

3434 Colwell Avenue

Tampa, FL, 33614

Phone: (904) 315-5171

**JOB:**

#	Services	Qty	Price	Discount	Tax (%)	Total
1	Manor House Low Pressure Wash	1.00	\$850.00	\$0.00	No Tax	\$850.00
Subtotal						\$850.00
Grand Total (\$)						\$850.00

**Accepted payment methods**

Credit Card, Check, Cash, Credit Note/E-Gift Card

**Message**

I would be happy to have an opportunity to work with you.



## QUOTE #2710

SENT ON:

Sep 11, 2023

RECIPIENT:

**Southaven CDD/Markland**

61 Clarissa Lane  
St. Augustine, FL 32095

Servicing Nocatee, Ponte Vedra and Jacksonville  
Local Business, Local Owners

Phone: (904) 329-5279

Email: [info@HydroKleenPW.com](mailto:info@HydroKleenPW.com)

Website: <https://HydroKleenPW.com>

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Pressure Wash	Clean clubhouse from roof line to the ground, including the balcony's/porch's floors and ceilings. This does not include any other flatwork or concrete surfaces other than porch floors and stairs.	1	\$650.00	\$650.00

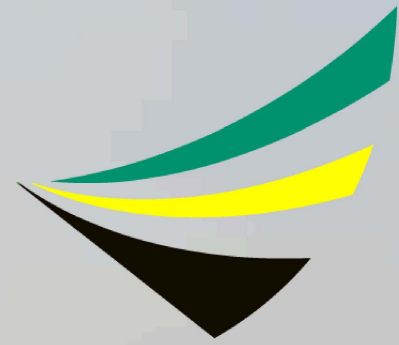
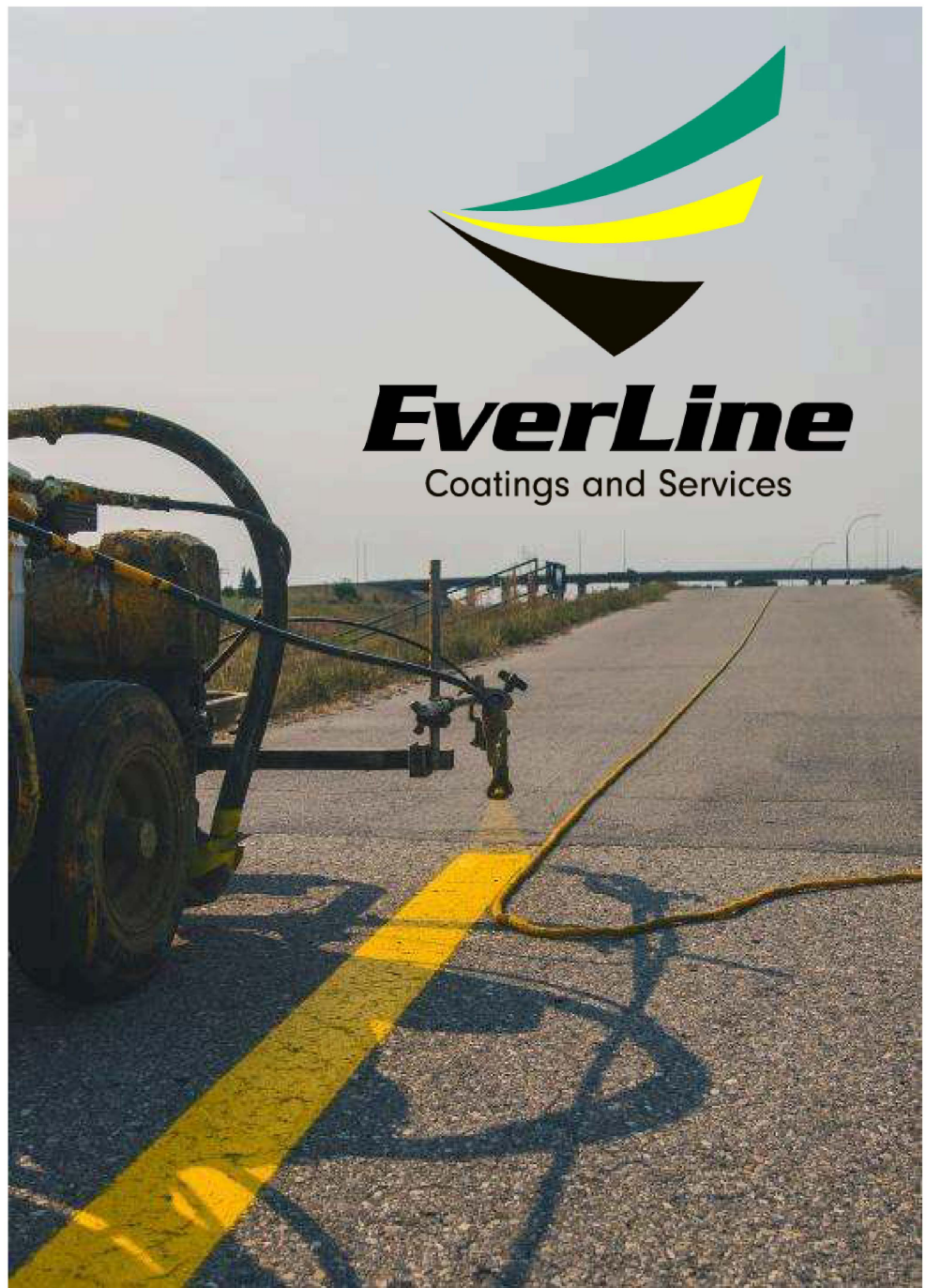
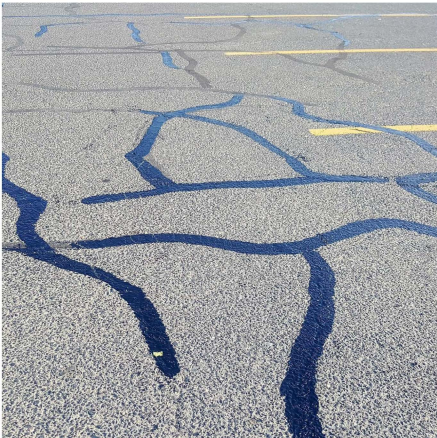
This quote is valid for the next 30 days, after which values may be subject to change.

Total

**\$650.00**

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

## **Tab 8**



***EverLine***

Coatings and Services

***RETHINK* PAVEMENT MAINTENANCE**

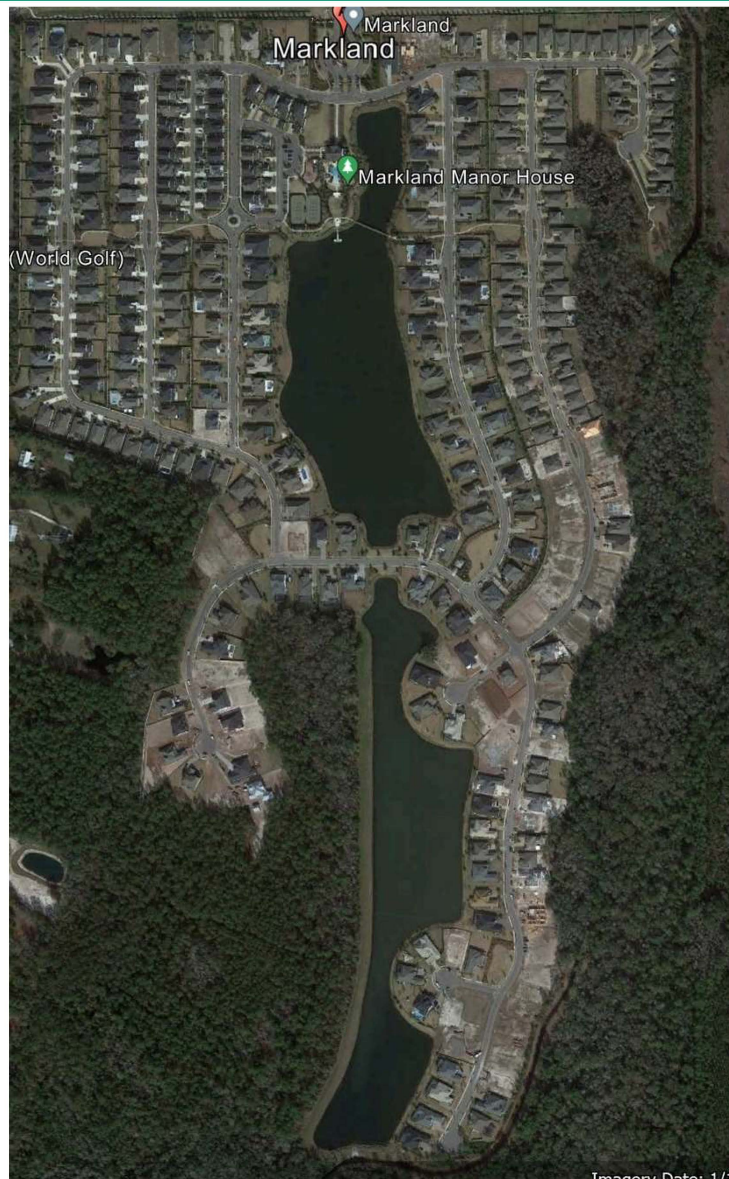
**MARKLAND SOUTHAVEN CDD - 61  
CLARISSA LANE ST AUGUSTINE FL -  
LINE STRIPING REPAINT**

*Markland*



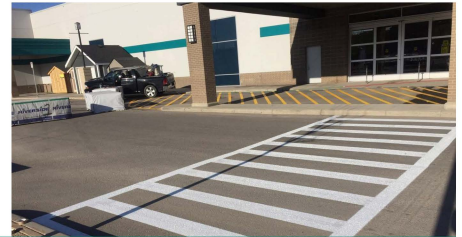
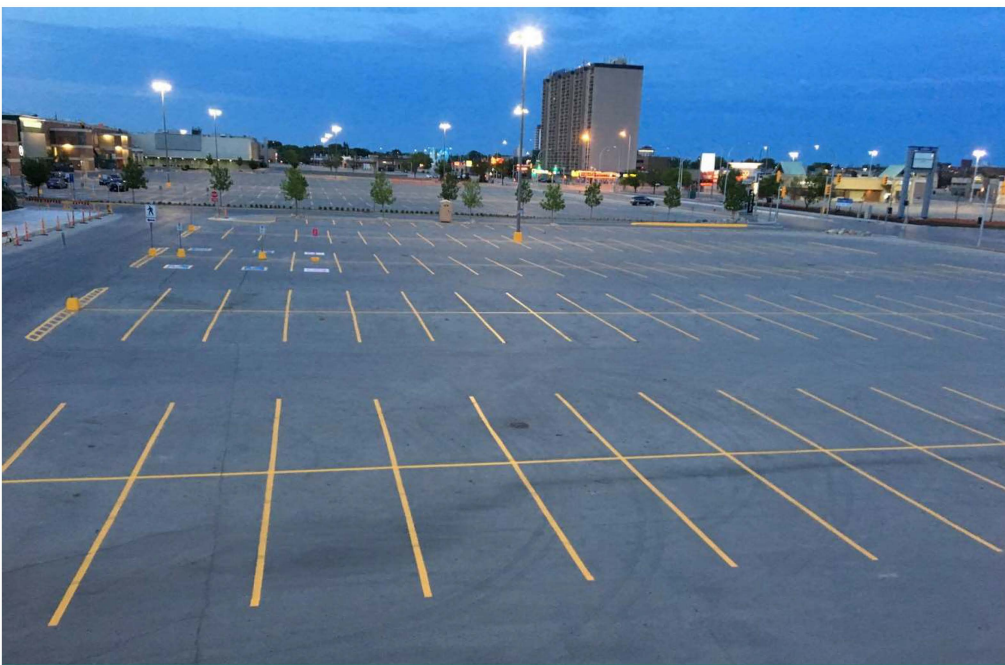


## SCOPE OF WORK



Imagery Date: 1/1





# PROFESSIONAL LINE PAINTING SERVICES

**Project Location:** 61 Clarissa Lane, St Augustine FL. 32095

## DESCRIPTION

## SUBTOTAL

☒ **Line Striping - Repaint:**

\$2,115.99

Includes the repainting of existing markings.

**Scope of Work: Community Drive Lanes**

- Repaint (20) Stop Bars with glass beads, white traffic paint
- Repaint (30) Crosswalks with glass beads, white traffic paint
- Repaint (2) ADA Handicap with stencil, blue & white traffic paint
- Repaint (2) hatched areas with ADA stalls, white traffic paint
- Repaint (7) Standard parking stalls, white traffic paint
- Repaint (10) directional traffic arrows, white traffic paint
- Does not include the painting of parking blocks or curbs unless specifically noted.

☐ **Line Striping - Repaint:**

\$884.36

Includes the layout of new traffic markings.

**Scope of Work: Clubhouse Parking Lot ONLY**

- Repaint (35) standard parking stalls, white traffic paint
- Repaint (2) ADA handicap parking stalls with stencil, blue & white traffic paint
- Repaint (1) hatched area, white traffic paint
- Repaint (4) stencils, (2) STOP, (1) No Parking, (1) Load Zone, all with white traffic paint



**EverLine**  
Coatings and Services

**Rethink Pavement Maintenance**

**EverLineCoatings.com**

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DESCRIPTION	SUBTOTAL
<b>Service Notes:</b> <ul style="list-style-type: none"> <li>- Traffic markings to be painted using high quality Municipal-Grade traffic paint.</li> <li>- All high traffic areas will receive 2 coats of paint (Crosswalks, speed bumps, stop bars etc).</li> <li>- Highly experienced and enthusiastic staff on site at all times.</li> <li>- Clean-up done daily and in full upon completion.</li> </ul>	
<b>TOTAL (INCLUDES GST)</b>	<b>\$2,115.99</b>





# AGREEMENT

In order for us to provide the best service at the best possible price, we request our clients assistance in...

- Having work areas clean and free of debris, tools or obstacles before our arrival - This ensures efficient production of our crews.
- Irrigation or sprinkler systems turned off before and during our scheduled visit.
- Adequate lighting turned on for the entirety of our scheduled visit.
- Ensuring the site is a safe working environment (according to OH&S standards) for our team members.

All work will be completed as per the Scope of Work provided to EverLine Coatings.

**We are here to work with you!** If you are unable to accommodate the above requirements, please let us know before our scheduled visit so we can make necessary adjustments.

If our crews arrive on site and any of the above requirements are not met there may be additional fees charged above the quoted amount.

Please feel free to contact us if you have any questions or if there is anything else we can add to make this a great experience.

**We look forward to working with you!**

## EverLine Coatings



SIGNATURE  
Ron Volkmann

---

Ron Volkmann | VP of Operation

## Vesta Property Services



SIGNATURE  
Lisa Licata

---

Lisa Licata | General Manager

*For payment we accept Check, ACH, & Wire transfer. We may request 50% down payment. Interest at 2.00% per month (24.00% per annum) will be charged on accounts over 15 Days. **We bill at NET15, if you require NET30 please let us know at time of signing.** Please provide invoicing email & contact information to [ronvolkmann@everlinecoatings.com](mailto:ronvolkmann@everlinecoatings.com)*



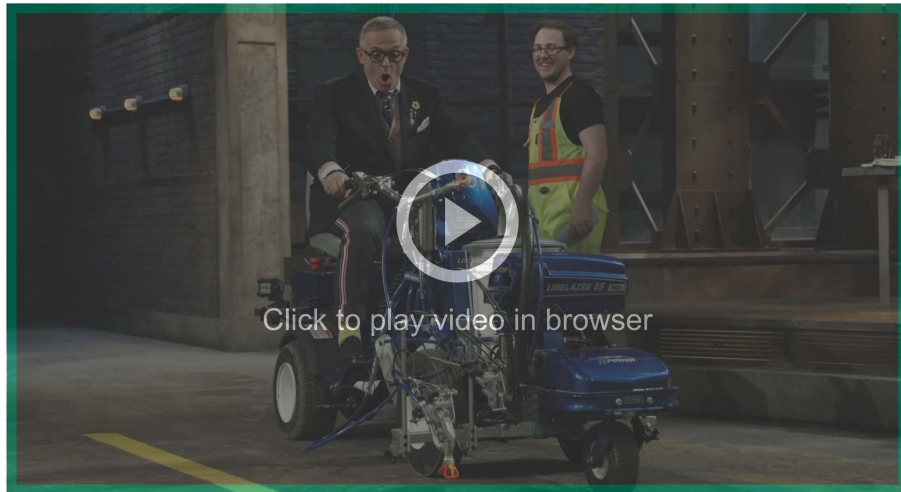
**EverLine**  
Coatings and Services

**Rethink Pavement Maintenance**

**EverLineCoatings.com**

| 4





**WE RECEIVED A DEAL ON DRAGON'S DEN!**

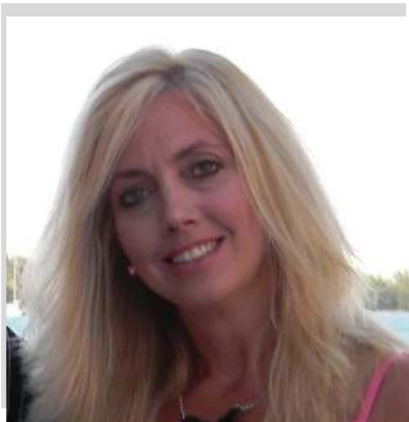
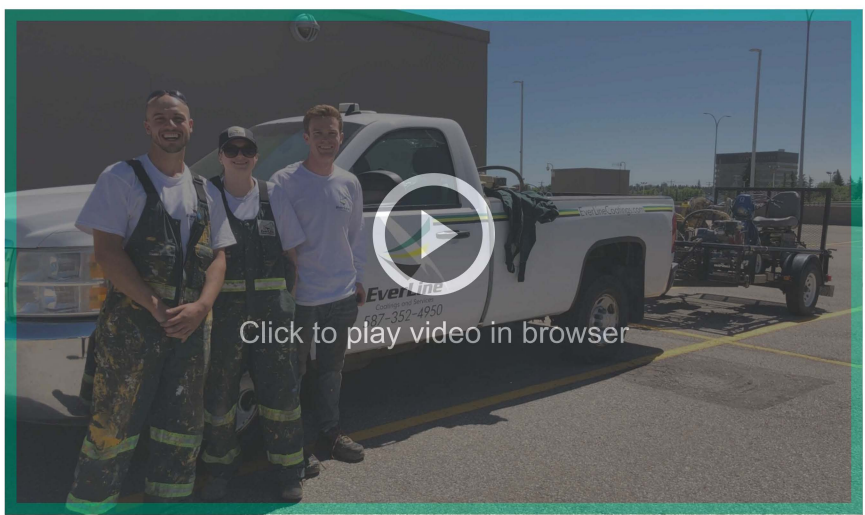


**THANK YOU**

[EverLineCoatings.com](http://EverLineCoatings.com) | [hello@everlinecoatings.com](mailto:hello@everlinecoatings.com) | 1-833-383-7546



# OUR TEAM



## CINDY VOLKMANN

***PRESIDENT / OWNER***

Email - [cindy@everlinecoatings.com](mailto:cindy@everlinecoatings.com)

Phone - 904-206-8757



## RON VOLKMANN

***VICE PRESIDENT OF OPERATIONS /  
OWNER***

Email - [ronvolkmann@everlinecoatings.com](mailto:ronvolkmann@everlinecoatings.com)

Phone - 904-206-8757

Cell - 856-693-6685



## OUR STORY

It started in 2012 with one machine and the determination to disrupt an industry. Since then, EverLine has grown each and every year.

Line striping began as—and still is—our core business; But in our journey to become a one-stop shop for all of our customers, we have expanded our offerings to include a breadth of pavement maintenance services.

As an award-winning business with locations across the country (and now with two appearances on CBC's Dragon's Den) we are uniquely poised to offer our great customer service, value and quality to each and every parking lot in America.

## ACCREDITATION

- Fully Certified Safety Program (COR)
- Fully Insured, Commercial Liability, Auto, Umbrella, and Workers Comp Insured
- Fully Licensed Business in state of Florida

## OUR PURPOSE

### For Our Clients

EverLine contributes to society by providing cutting-edge solutions with a focus on safety objectives, value and aesthetic excellence for our clients and their patrons.

### For Our People

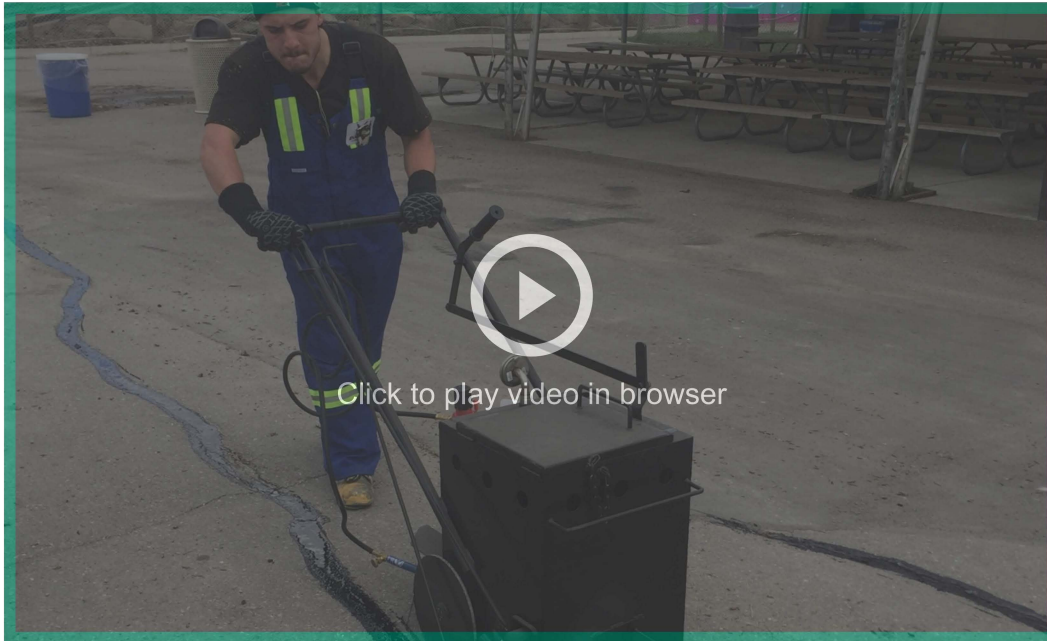
Our purpose is to provide our employees with a workplace that is considered a vehicle for personal and professional growth.

## OUR KEYS TO SUCCESS

- 01 Our high quality is systemized.
- 02 We constantly innovate.
- 03 We answer the call.



# OUR EXPERTISE



**WATCH US IN ACTION IN THIS 3-MIN VIDEO!**

## Line Striping

- Parking Lots
- Custom Stenciling
- Durable Traffic Markings
- Interior Safety Lines

## Asphalt Maintenance & Repairs

- Crack Filling
- Sealcoating
- Pothole Repair & More

## Parking Lot Services

- Power Sweeping
- Power Washing
- Sign/Wheel Stop/Bollard Installation

## Parking Garage Maintenance

- Membrane Repair & Installation
- Sweep & Scrub
- Wall & Ceiling Painting

## Sports Courts-DynaFlex Installer

- Sports Court Resurfacing & Repair
- Sport Court New Surfacing



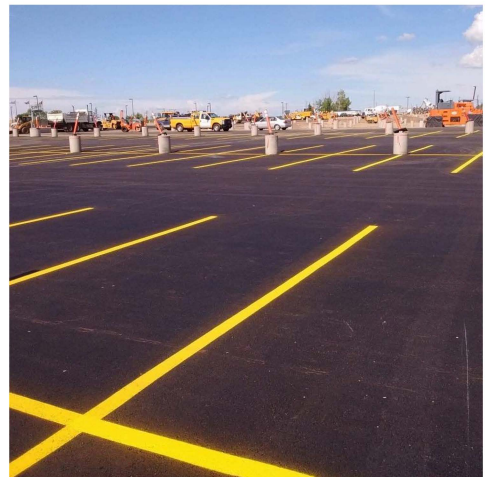
# WHY WORK WITH EVERLINE?

**Our mission is to be known as the company that changed everything in our industry and you'll see how we are doing it.**

- We are here to make an impact. We hold ourselves to an extremely high standard and are breaking new ground. We are excited about every single project that we are a part of - it's an opportunity to prove ourselves.

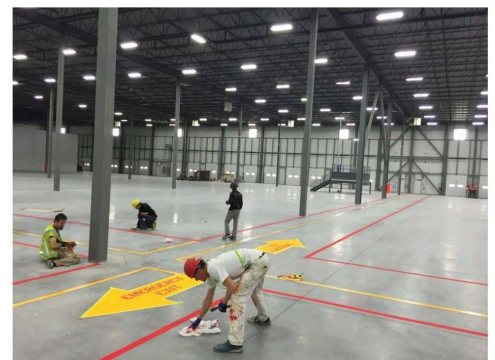


**We strive to be the leaders in our field when it comes to communication, credibility, professionalism and quality.**



**We are cutting edge - and you'll get much better service because of it. We bring:**

- State-of-the-Art Technology for great project management
- Top quality products and modern equipment to ensure that you are getting the best options and value available for your project's needs
- Innovative solutions that will maximize value on every project that we work on



**EverLine**  
Coatings and Services

**Rethink Pavement Maintenance**

**EverLineCoatings.com**

**| 9**



# WE PROVIDE GREAT QUALITY & EXPERIENCE BY FOLLOWING OUR C.O.R.E. QUALITY SYSTEM!

**Clear scope:** We ensure that there is a clear scope of work generated from our clients for our crews. This guarantees the finished project matches your vision.

**Operations report:** Utilizing cloud-based technology provides you with up-to-date and immediate progress reports in real time. You will always be in-the-know.

**Reach out:** We contact you when our crews mark the report as complete. This provides you a final update on the project - Ready for your review.

**Evaluate:** We ask for your feedback and then analyze the project and experience you had with us. This allows us to become better service providers and offer better pricing.

## WE ARE DRIVEN

**Dedicated** to giving all of our effort, respect, expertise and attention to our clients, our stakeholders and each other every day.

**Resourceful** by constantly innovating to provide better solutions.

**Integrity-Focused** through working with honesty, purpose, and delivering on our promises.

**Value Based** by operating at all times according to our values of respect, sustainability, mutual support and community enhancement.

**Excelling** the set standards of communication, credibility, professionalism and quality for our industry and will continue to lead in all ways possible.

**Nourishing** our employees by providing an environment that is fun, friendly and encourages the achievement of their full potential.



**EverLine**  
Coatings and Services

**Rethink Pavement Maintenance**

**EverLineCoatings.com**

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## **Tab 9**

Smith Electrical Inc.

PO Box 9023  
St Augustine, FL 32085

# Estimate

Estimate #	Date
Markland	6/10/2023

Name / Address
Southaven CDD c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614 llicata@vestapropertyservices.com

Item	Description	Qty	Rate	Total
Quote	Supply and install a surge protector to the main building panel.		888.77	888.77
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.		<b>Total</b> 888.77		

Signature \_\_\_\_\_

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



QO/HOM Surgebreaker™  
Surge Protective Devices (SPDs)  
QO2175SB, HOM2175SB



# WARRANTY

## Protection Limits

With regard to any Surgebreaker surge protective device (catalog numbers QO2175SB and HOM2175SB) from Schneider Electric USA, Inc. that has been properly installed in a residential home in compliance with the current National Electric Code (NEC) requirements, Schneider Electric warrants to the homeowner at the time of such installation (or the initial homeowner if installed as part of new construction) that Schneider Electric shall accept responsibility for any damage to that homeowners major household appliances, as defined below, up to the limits provided herein, to the extent such damage is caused by the failure of such surge protective device to protect against electrical power surges caused by lightning or the electric utility. As used herein, "major household appliances" shall mean major household appliances and electronic devices, including: refrigerator(s), freezer(s), furnace(s), air conditioning unit(s), stove(s), oven(s), microwave oven(s), clothes washer(s), clothes dryer(s), dishwasher(s), audio and stereo components, video equipment, television(s) and computer(s). "Connected household equipment" shall exclude any commercial or industrial grade equipment not commonly found in a home.

The limit of Schneider Electric's liability under this warranty shall be \$10,000 or the deductible amount of customer's insurance policy covering such major household appliances, whichever is less.

## Warranty Period

This warranty shall be in effect until three (3) years following the date of purchase of the Surgebreaker® surge protective device, or until two (2) years following the date of installation, whichever occurs earlier.

## Warranty Not Transferable

This warranty may not be transferred from the homeowner who initially receives this warranty to any other party. (See Reverse)

NHA78085Rev04

9/2018

QO/HOM Surgebreaker™  
Surge Protective Devices (SPDs)  
QO2175SB, HOM2175SB



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9/2018

### Warranty Limitations

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

This warranty excludes damage or loss arising from any of the following events or sources: unauthorized product modification or alteration, major force events such as flood or earthquake, war, insurrection, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, defective software and computer virus infection.

Schneider Electric USA, Inc. shall not be liable for any indirect, incidental, consequential damages.

With respect to products purchased by consumers in the United States for personal use, implied warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose, are not excluded but are limited to the extent allowed by law to the duration of the warranty period set forth above. No claim under this warranty will be honored unless the homeowner has reported the damage within thirty (30) days after its occurrence in accordance with the following claims procedure.

### Claims Procedure

To make a claim under this warranty please follow these steps: (1) Retain the original dated sales receipts of the Surgebreaker surge protective device from Schneider Electric USA, Inc. (2) Prior to repairing the damaged appliance, contact Schneider Electric at (800) 877-1174, Monday through Thursday 7:00 a.m. to 5 p.m. and Friday 7:00 a.m. to 1:00 p.m. Central Time. (3) Ask the appliance repairer to write a report on the cause of the damage. (4) File a claim under homeowners insurance. (5) Send the purchase receipt, repair receipt, damage report, any homeowners insurance report along with the damaged Surgebreaker surge protective device to: Schneider Electric, Attn: Surgebreaker Warranty 132 Fairgrounds Rd, West Kingston, RI 02892.

NHA78085Rev04



by **Schneider** Electric

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Schneider Electric USA, Inc. shall not be liable for any indirect, incidental, consequential damages.

With respect to products purchased by consumers in the United States for personal use, implied warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose, are not excluded but are limited to the extent allowed by law to the duration of the warranty period set forth above. No claim under this warranty will be honored unless the homeowner has reported the damage within thirty (30) days after its occurrence in accordance with the following claims procedure.

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by **Schneider** Electric



## COMMERCIAL SURGESHIELD<sup>SM</sup> PROGRAM TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** These Terms and Conditions ("Terms") shall govern your purchase of the SurgeShield<sup>SM</sup> installation services ("Services") and your use, for the duration of these Terms, of the SurgeShield<sup>SM</sup> equipment ("Equipment") provided in connection with FPL Energy Services, Inc. ("FPLES") SurgeShield<sup>SM</sup> program (the Services and your use of the Equipment are collectively referred to as the "Products") at your designated business location ("Site"). The prices for the Products are based upon information you provided and apparent conditions at the Site without an extensive investigation by FPLES. THERE IS A POSSIBILITY OF THE EXISTENCE OF UNKNOWN CONDITIONS AT OR ON YOUR SITE THAT MAY ADVERSELY AFFECT FPLES' ABILITY TO PROVIDE THE PRODUCTS AT YOUR SITE. YOU ACKNOWLEDGE THAT FPLES DOES NOT ASSUME THE RISK OF AND SHALL NOT BE RESPONSIBLE FOR ANY SUCH UNKNOWN CONDITIONS.
2. **ACCESS/ASSISTANCE.** You shall provide FPLES (and its contractors) with access (i) to all necessary areas, and provide necessary requested information related to utility service and equipment operation at the Site, and (ii) for Equipment installation, Equipment maintenance, and Equipment removal pursuant to Section 12. You are aware that FPLES is relying upon the accuracy and completeness of such information in order to properly perform the Services. FPLES shall have the right to suspend the Services or adjust the installation schedule accordingly in the event that there is inadequate access to the Site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Service. In the event of damage to the electric utility meter at the Site that is caused by you, your agents or your contractors, you agree to indemnify, defend and hold FPLES and its contractors harmless and pay all repair or replacement costs associated with such damage.
3. **WARRANTY EXCLUSION.** FPLES WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND BY FPLES. FPLES EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, AND DOES NOT WARRANT THAT THE EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. ADDITIONALLY, IN NO EVENT WILL MEDICAL, LIFE SUPPORT OR OTHER NON-SURGESHIELD<sup>SM</sup> EQUIPMENT BE COVERED UNDER THIS WARRANTY.
4. **EXISTING CONDITIONS.** FPLES is only being retained to perform Services relating to the installation of the Equipment and shall not be responsible for (a) identifying any hazardous conditions and/or illegal or improper construction, or (b) correcting any hazardous condition and/or non-compliant construction (i.e. construction contrary to applicable laws, codes, rules, and regulations. You shall be responsible for receiving any and all consents necessary or required in order for FPLES to perform the Services hereunder. Neither FPLES nor its contractors are responsible for any damage which may arise from existing conditions, including but not limited to improper wiring and installation of pre-existing equipment at the Site.
5. **LIMITATION OF LIABILITY FOR ALL CLAIMS.** You acknowledge and understand that the Products are not being offered or provided by Florida Power & Light Company ("FPL"). Further, you acknowledge and understand that neither FPL nor FPLES is liable for any defects in the Equipment. FPLES obligations under these Terms shall be limited to re-performing any Services not in conformance with the Services warranty. Claims relating to Services shall be made to FPLES immediately following the discovery of such non-conformance. NOTWITHSTANDING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF FPLES, ITS PARENT, THEIR AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ASSIGNS ("FPLES ENTITIES") TO YOU OR ANY THIRD PARTY, FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED IN ANY WAY TO THE SURGESHIELD PROGRAM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) ARE LIMITED TO THE AMOUNT YOU HAVE ACTUALLY PAID FOR THE PRODUCTS. IN NO EVENT SHALL FPLES ENTITIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES EXCEEDING THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS NOR SHALL FPLES ENTITIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR REVENUE, LOST BUSINESS, LOSS OF USE OF THE SERVICE OR ANY CONNECTION EQUIPMENT THERETO OR ANY ASSOCIATED EQUIPMENT OR SOFTWARE, LOSS OR DAMAGE, COST OF CAPITAL, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, SERVICE OR SOFTWARE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY OR DAMAGE TO NON-SURGESHIELD<sup>SM</sup> PROPERTY) EVEN IF FPLES OR ITS CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW IRRESPECTIVE OF WHETHER LIABILITY IS CLAIMED, OR FOUND TO BE BASED IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY).
6. **DISCLAIMER AND RELEASE.** SURGESHIELD<sup>SM</sup> PRODUCTS ARE OFFERED AND PROVIDED BY FPL ENERGY SERVICES, INC. ("FPLES"), A SUBSIDIARY OF NEXTERA

ENERGY, INC. ("NEXTERA") AND AN AFFILIATE OF "FPL. BY ENROLLING IN THE SURGESHIELD<sup>SM</sup> PROGRAM: (I) YOU ACKNOWLEDGE THAT FPL, NEXTERA, THEIR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN FPLES), DO NOT HAVE ANY OBLIGATION OR RESPONSIBILITY FOR THE PRODUCTS, AND ARE NOT RESPONSIBLE FOR ANY CLAIMS OR DISPUTES RELATING THERETO, NOR DO THEY PROVIDE ANY TYPE OF GUARANTEE, WARRANTY, PROMISE OR COVENANT, EITHER EXPRESS OR IMPLIED, AS TO THE PRODUCTS; AND (II) YOU AGREE TO RELEASE FPL, NEXTERA, AND ALL OF THEIR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN FPLES) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE PRODUCTS OR PROGRAM.

7. **FORCE MAJEURE.** FPLES shall not be responsible to you in an event or circumstance that is not reasonably foreseeable, or that are beyond the reasonable control of and is not caused by FPLES. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, or electrical storm, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties.

8. **DOCUMENTATION.** FPLES may provide you with manuals, data, or information (collectively, "Documentation") applicable to the Equipment in FPLES' possession. Any documents provided hereunder are for informational purposes only, FPLES makes no warranty or representation with regard to the accuracy or completeness of any such documents or information provided by FPLES, and FPLES EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH REGARD TO SUCH DOCUMENTATION.

9. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** These Terms and the SurgeShield Program, shall be governed by the laws of the State of Florida. Any suit relating to these Terms, Products, and/or the SurgeShield Program shall be instituted in any state or federal court in Palm Beach County, Florida, and the parties submit to the sole and exclusive personal jurisdiction of such court. BY SIGNING UP FOR THIS PROGRAM, YOU AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION WITH FPLES BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THESE TERMS, THE SURGESHIELD PROGRAM, THE PRODUCTS AND/OR THE PERFORMANCE OF SERVICES PROVIDED BY FPLES.

10. **CUSTOMER SUPPORT NUMBER.** In order to obtain customer service hereunder, FPLES must be contacted 1-800-590-1235 no more than seven (7) business days of discovery of the damaged or nonperforming Service.

11. **SEVERABILITY.** If any provision of these Terms or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

12. **OWNERSHIP.** FPLES retains all ownership of the Equipment and reserves the right to remove the Equipment without notice at any time on or after termination of the Services pursuant to Section 14 (Termination).

13. **ASSIGNMENT.** FPLES may, in its sole and unrestricted discretion assign, delegate, transfer, subcontract or otherwise dispose of its obligations hereunder to an affiliate or subsidiary, or other third party without notice to you. However, you shall not assign, delegate or otherwise dispose of your obligations hereunder without FPLES' written consent.

14. **TERMINATION.** Upon notice to you in any reasonable form, FPLES may terminate these Terms and its provision of the Equipment and/or Services in the event (a) FPLES determines, in its sole discretion, that the Equipment cannot be installed at the Site for whatever reason, whether resulting from technical, safety or otherwise, (b) if any regulatory agency promulgates any rule or order which in effect or application substantially impedes FPLES from fulfilling its obligations hereunder, or materially and adversely affects FPLES' ability to provide the Products under these Terms, (c) you breach any term or condition contained herein, including without limitation, your obligation to make payment for the Products provided hereunder by the due date of your FPL electric utility bill, or (d) FPLES, for its convenience and in its sole discretion, makes a commercial decision to (i) generally discontinue the Products, or (ii) to discontinue your specific use of the Equipment and/or Services hereunder. You may cancel your order for the Products at anytime upon thirty (30) days written notice to FPLES. You will receive a full refund if you provide FPLES a written request for refund within seven (7) days of your initial receipt of the Services, or of your receipt of any applicable gift or prize to subscribe to such Services, which ever is later. FPLES will process such refund request within 30 days of its receipt of the refund request.

15. **AUTHORITY.** You represent to FPLES that you have the authority to enter into and bind you to these Terms and that you shall bear all costs attributable thereto, and you shall, at your own expense, defend, indemnify and hold FPLES harmless from and against all liability, loss or damage (including attorneys' fees) assessed against, suffered or incurred by FPLES as a result of an allegation or claim that you did not have such authority.

16. **ENTIRE TERMS.** These Terms are the entire understanding between the parties and supersede any terms in any purchase orders or other documents from you, and supersedes all prior agreements, representations and communications regarding this subject matter. The headings in these Terms are provided for convenience of reference only and shall not affect the construction of the text of these Terms. FPLES may amend these Terms from time to time, but such modifications to the Terms shall be effective upon FPLES delivery of notice to you.