



Rizzetta & Company

# **Southaven Community Development District**

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**Board of Supervisors' Meeting  
December 6, 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

November 29 , 2023

## AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Southaven Community Development District will be held on **December 6, 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 October 4, 2023 .....Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for September and October 2023 .....Tab 2
5. **STAFF REPORTS**
  - A. District Counsel ..... Tab 3
    1. Update Regarding Vesta FY 24 Agreement Indemnification Terms
    2. Review of Spending Authorization on Non-Continuing Expenses
  - B. District Engineer
    1. Discussion Regarding District Engineer Resignation ..... Tab 4
  - C. Landscape and Maintenance Report.....Tab 5
    1. BrightView Landscape Quality Site Assessment, October
    2. BrightView Landscape Quality Site Assessment, November
    3. Consideration of Surge Protector Proposal from BrightView
  - D. General Manager Report.....Tab 6
    1. Amenity Update
    2. Field Update
    3. Clearwaters Lake Management Report
  - E. District Manager
6. **BUSINESS ITEMS**
  - A. Review of Poolsure Renewal Proposal.....Tab 7
  - B. Consideration of Pool Cabana Proposals.....Tab 8
  - C. Consideration of Entry Gate Preventative Maintenance Proposals .....Tab 9
  - D. Consideration of Envera Renewal Proposal for Entry Gate Live Monitoring .....Tab 10
  - E. Consideration of Asphalt Repair Proposals .....Tab 11
  - F. Consideration of Court Resurfacing Proposals.....Tab 12
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 **October 4, 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> <i>(via speakerphone)</i> <i>(due to technical difficulties was not able to participate during the meeting)</i>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock</b> <i>(via speakerphone)</i>
Lisa Licata	<b>Amenity Manager, Vesta</b>
Steve McAvoy	<b>Brightview Landscape</b>
Dana Harden	<b>Vesta Property Services</b>

Audience in attendance.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Fetter called the meeting to order at 10:02 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**

There were no comments.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Regular Meeting held on  
August 2, 2023**

On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board approved the Minutes of the Regular Meeting held on August 2, 2023, for Southaven Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of the Operations and  
Maintenance Expenditures for July  
and August 2023**

On a motion by Mr. Monk, seconded by Mr. Boerema, with all in favor, the Board ratified Operations and Maintenance Expenditures for July 2023 in the amount of \$36,550.50, and August 2023 in the amount of \$89,733.56, for Southaven Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01;  
Amending Fiscal Year 2023 Budget**

On a motion by Mr. Boerema, seconded by Mr. Monk, with all in favor, the Board adopted Resolution 2024-01; Amending Fiscal Year 2023 Budget, for Southaven Community Development District.

**SEVENTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Counsel**

Ms. Buchanan updated the Board that she has revised the policies and will be circulating them to the Board for final comments. She also has received the POA and CDD Parking Regulations Agreement back from the POA attorney, (Exhibit A), which allows the POA to exert their power over the CDD roads. Discussion ensued.

On a motion by Mr. Monk, seconded by Mr. Boerema, with all in favor, the Board approved the POA and CDD parking agreement, for Southaven Community Development District.

Ms. Buchanan also discussed with the Board requests made by Vesta regarding changes to terms of their agreement with the District, specifically regarding the termination and indemnification clauses. Discussion ensued. The Board decided to not make any changes to these terms for their renewal agreement.

**B. District Engineer**

**C. Landscape and Maintenance****1. BrightView Enhancement Proposals**

The Board reviewed BrightView's proposal for the next phase of entrance enhancements, (Exhibit B).

On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board selected to move forward with Areas 1, 2, 4, 5, 7, & 9 for a total amount of \$23,492.45, for Southaven Community Development District.

**D. General Manager Report****1.) Amenity Update****i. Review of Fall Festival Event**

The Board approved Ms. Licata to move forward with a fall event for November 18, 2023.

**ii. Review of Sidewalk Matter**

Ms. Licata will monitor these areas and try to determine if borders were installed to stop tree roots where sidewalks may be lifting.

**iii. Review of Renting Policies**

The Board approved modifying the rental policies so multiple areas can be rented at one time by one resident.

**iv. Review of Strike Suspension Policies**

The Board confirmed that suspension history should be monitored for 1 year from incident.

**v. Discussion of Event Sponsors**

The Board approved Lisa using sponsors at events which could help offset some of the cost.

**2.) Field Update**

The Board wanted to thank Mr. Musser for his hard work putting the new numbers on the mailboxes.

**3.) Clearwater Lake Management Report**



**E. District Manager**

- 1.) Acceptance of Fourth Addendum to Contract for Professional District Services**
- 2.) Acceptance of First Addendum to Contract for Professional Technology Services**

On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board accepted the Fourth Addendum to Contract for Professional District Services, and the First Addendum to Contract for Professional Technology Services, for Southaven Community Development District.

**EIGHTH ORDER OF BUSINESS****Consideration of Pressure Washing Proposals**

On a motion by Mr. Fetter, seconded by Mr. Giddens, with all in favor, the Board approved Hydro's Proposal in the amount of \$650.00, for Southaven Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Road Striping Proposal**

On a motion by Mr. Monk, seconded by Mr. Boerema, with all in favor, the Board approved Everline's Proposal in the amount of \$3,000.35, for Southaven Community Development District.

**TENTH ORDER OF BUSINESS****Consideration of Surge Protection Proposals**

The Board directed staff to reach out to Synergy to review surge options for its equipment at the facility.

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

Comments/Questions we heard regarding tree root boarders, bond refinancing options, roadway and sidewalk repairs and pressure washing at pocket parks. Ms. Licata stated she will have proposals in the fall for more pressure washing.

**Supervisor Comments**

No supervisor comments.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 12:06 p.m. for Southaven Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# **Exhibit A**

Prepared by/Return To:  
McCabe|Ronsman  
Edward Ronsman, Esq.  
110 Solana Rd., Ste. 102  
Ponte Vedra Beach, FL 32082

**AGREEMENT BETWEEN SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT  
AND MARKLAND PROPERTY OWNERS ASSOCIATION, INC. CONCERNING THE CDD-  
OWNED RIGHTS-OF-WAY AND COMMON PROPERTY WITHIN THE MARKLAND  
COMMUNITY**

WHEREAS, the Declaration of Covenants and Restrictions for Markland was recorded on October 21, 2015, in the Official Records of St. Johns County, Florida at Book 4101, Page 755, et seq., along with the First Amendment to Declaration of Covenants and Restrictions for Markland recorded on September 21, 2016 in the Official Records of St. Johns County, Florida at Book 4259, Page 1879, et seq., along with the Second Amendment to Declaration of Covenants and Restrictions for Markland recorded on April 17, 2018 in the Official Records of St. Johns County, Florida, at Official Records Book 4532, Page 840, et seq., along with the Supplemental Declaration of Covenants and Restrictions for Markland (Southaven Phase IIA) recorded on August 30, 2017 in the Official Records of St. Johns County, Florida at Book 4429, Page 507, et seq., along with the Supplemental Declaration of Covenants and Restrictions for Markland (Southaven Phase IIB) recorded on January 29, 2018 in the Official Records of St. Johns County, Florida at Book 4495, Page 1788, et seq. (collectively, "Declaration"), and;

WHEREAS, the property described as Southaven Phase 1, recorded on August 24, 2015 in the Official Records of St. Johns County, Florida at Map 76, Page 39, et seq., Southaven Phase IIA, recorded on August 8, 2017 in the Official Records of St. Johns County, Florida at Map 86, Page 77, et seq., and Southaven Phase IIB, recorded on January 23, 2018 in the Official Records of St. Johns County, Florida at Map 89, Page 39, et seq. are subject to the Declaration (collectively, "Property"); and

WHEREAS, the Southaven Community Development District ("CDD") is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes, concerning the Madeira community; and

WHEREAS, Markland Property Owners Association, Inc. ("Association") is a homeowners association established pursuant to Chapter 720, Florida Statutes, as the governing homeowners' association for the Markland community and as is more fully described in the Declaration; and

WHEREAS, the rights-of-way within the Property are owned by the CDD; and



WHEREAS, Section 8.6 of the Declaration establishes parking restrictions, specifically requiring that vehicles be parked on an Owner's driveway or in their garage, and in no other part of the Property; and

WHEREAS, the CDD desires to provide additional enforcement tools to the Association for violation of the Declaration as to parking restrictions, specifically, for any vehicles parked on CDD-owned rights-of-way and/or common areas in the Property in violation of the Declaration and any promulgated rules and regulations.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Southaven Development District and the Board of Directors of Markland Property Owners Association, Inc., as follows:

- 1) The CDD and Association each have certain authority regarding the CDD-owned rights-of-way within the Association, including separate remedies afforded to the CDD and Association under the statutes governing each respective entity.
- 2) The CDD acknowledges the Association's right and authority to enforce its covenants, restrictions, rules, and regulations, as they currently exist and as they may be amended from time to time, over the CDD-owned rights-of-way and other common property within the Property.
- 3) The CDD hereby delegates its authority, as the owner of the rights-of-way within the Property, to the Association to tow any vehicles parked on the CDD-owned rights-of-way that are in violation of the Association's covenants, restrictions, rules, and regulations as they currently exist and as they may be amended from time to time.
- 4) The Association agrees to indemnify, defend, and hold harmless the CDD from and against all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands or judgments arising out of Association's exercising of its right to tow as provided herein, except to the extent caused by the active negligence of the CDD.
- 5) Notwithstanding the foregoing, nothing herein shall result in the CDD-owned rights-of-way and/or common property from being "public" and, should any enforcement action or authority exercised hereunder result in the CDD-owned rights-of-way and/or common property being deemed "private" under Florida or Federal law, the CDD and/or the Association agree to immediately cease such action and/or authority.
- 6) The Association's enforcement of its covenants, restrictions, rules, and regulations on the CDD-owned rights-of-way and/or common property is solely pursuant to the requirements of the Association's Declaration and other governing documents and the Florida Homeowners Association Act (Chapter 720 of the Florida Statutes).

- 7) All Members of the Association and of the general public, through the recordation of this Agreement in the Official Records of St. Johns County, Florida, are placed on record notice that parking on the streets within the Markland subdivision, including without limitation on rights-of-way or portions thereof owned by the CDD, is prohibited, and that the Association and CDD reserve all rights and remedies at law and in equity to enforce compliance with the Declaration and other restrictions and regulations governing the Property within the Entrada subdivision. Such persons are expressly placed on notice that violations of the Declaration or other restrictions and regulations concerning parking of vehicles may result in improperly parked vehicles being towed at the vehicle owner's expense.

**RESOLVED** by the Board of Supervisors of Southaven Community Development District on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**SOUTHAVEN COMMUNITY DEVELOPMENT  
DISTRICT**, a local unit of special-purpose government

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Chairman, and by \_\_\_\_\_, as \_\_\_\_\_, of the Southaven Community Development District, on behalf of the District.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced: \_\_\_\_\_ .

**RESOLVED** by the Board of Directors of Markland Property Owners Association, Inc. on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MARKLAND PROPERTY OWNERS ASSOCIATION, INC.,** a Florida not-for-profit corporation

By: \_\_\_\_\_  
Bryan McGuinness, President

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Bryan McGuinness, as President, and by \_\_\_\_\_, as Secretary, of Markland Property Owners Association, Inc., on behalf of the corporation.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced: \_\_\_\_\_ .

# **Exhibit B**

## 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 - Revised Entrance jasmine removal/ sod install		
Project Description	Enhancement		

### Scope of Work

QTY	UoM/Size	Material/Description	Total
<b>Area 1:</b>			<b>\$4,068.48</b>
1.00	LUMP SUM	Remove plants and mulch. Grade areas out. Deep Edge bedlines and hardscapes. Remove Debris from site.	
1,600.00	SQUARE FEET	Zoysia - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 2:</b>			<b>\$4,160.82</b>
1.00	LUMP SUM	Remove plants and mulch. Grade areas out. Deep Edge bedlines and hardscapes. Remove Debris from site.	
1,600.00	SQUARE FEET	Zoysia - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 5:</b>			<b>\$3,992.88</b>
1.00	LUMP SUM	Remove plants and mulch. Grade areas out. Deep Edge bedlines and hardscapes. Remove Debris from site.	
1,600.00	SQUARE FEET	Zoysia - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 7:</b>			<b>\$6,350.90</b>
1.00	LUMP SUM	Remove plants and mulch. Grade areas out. Deep Edge bedlines and hardscapes. Remove Debris from site.	
2,800.00	SQUARE FEET	Zoysia - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 8:</b>			<b>\$1,546.54</b>
1.00	LUMP SUM	Remove plants and debris from site.	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 9:</b>			<b>\$1,243.07</b>
1.00	LUMP SUM	Remove plants and remove debris from site.	

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
5811 County Rd 305, Elkton, FL 32033 ph. fax



## Proposal for Extra Work at Southaven CDD

1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 11:</b>			<b>\$0.00</b>
1.00	LUMP SUM	ON HOLD	
<b>Area 12:</b>			<b>\$1,827.18</b>
1.00	LUMP SUM	Remove plants and mulch. Grade areas out. Deep Edge bedlines and hardscapes. Remove Debris from site.	
400.00	SQUARE FEET	Zoysia - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 4</b>			<b>\$3,676.30</b>
1.00	LUMP SUM	Remove plants and mulch. Grade areas out. Deep Edge bedlines and hardscapes. Remove Debris from site.	
1,350.00	SQUARE FEET	Zoysia - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	
<b>Area 3</b>			<b>\$4,890.94</b>
1.00	LUMP SUM	Remove plants and mulch. Grade areas out. Deep Edge bedlines and hardscapes. Remove Debris from site.	
2,250.00	SQUARE FEET	Zoysia - Installed	
1.00	LUMP SUM	Inspection and/or adjustments to provide proper coverage to all specific areas	

For internal use only

SO# 8246396  
JOB# 460800009  
Service Line 130

**Total Price** **\$31,757.11**

### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
5811 County Rd 305, Elkton, FL 32033 ph. fax

## TERMS & CONDITIONS

- 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.
- 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.
- 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.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- 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.
- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. 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.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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:

- 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 the appropriate underground utility locator company to locate and mark 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.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) 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

Facility Manager	
Signature	Title
<b>Lisa Licata</b>	<b>October 03, 2023</b>
Printed Name	Date

### BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
<b>Steve McAvoy</b>	<b>October 03, 2023</b>
Printed Name	Date

<b>Job #:</b>	<b>460800009</b>		
<b>SO #:</b>	<b>8246396</b>	<b>Proposed Price:</b>	<b>\$31,757.11</b>

# Exclusions And Qualifications

## Personnel/ Working Hours

- 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

- 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

- 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

- 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

- 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 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 September 2023 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:                   **\$76,447.18**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Ancient City Janitorial LLC	100305	1411	Janitorial Services 09/23	\$ 859.00
AT&T	ACH	322343089 08/23	Internet & Phone Services 08/23	\$ 166.03
AT&T	ACH	Autopay 323860823 08/23	Internet & Phone Services 08/23	\$ 308.30
Bob's Backflow & Plumbing Services, Inc.	100311	Autopay 94437	Plumbing Services 08/23	\$ 1,007.00
BrightView Landscape Services, Inc.	100304	8580941	Install Sod 08/23	\$ 3,199.50
Clear Waters, Inc.	100308	135638	Pond Maintenance 09/23	\$ 803.50
Clear Waters, Inc.	100309	134848	Pond Maintenance 08/23	\$ 803.50
COMCAST	ACH	8495 74 140 1213297	Wireless Telephone Services 08/23	\$ 372.00
Egis Insurance Advisors, LLC	100315	08/23 Autopay 19856	General Liability/Property/POL Insurance 10/01/23-10/01/24	\$ 37,534.00
England, Thims & Miller, Inc.	100306	209912	Engineering Services 08/23	\$ 563.75
Florida Power & Light Company	ACH	Monthly Summary 09/23 Autopay 287	Electric Services 09/23	\$ 3,298.03
Hidden Eyes, LLC	100312	730985	Gate Monitoring 09/23	\$ 4,187.62
Poolsure	100307	131295617084	Pool Chemicals 09/23	\$ 697.65
Rizzetta & Company, Inc.	100303	INV0000083198	District Management Fees 09/23	\$ 3,556.16

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Southaven CDD	DC 092223	DC 092223	Debit Card Replenishment	\$ 768.92
St Johns Utility Department	ACH	Monthly Summary 08/23	Water Services 08/23	\$ 4,707.73
Vesta Property Services, Inc.	100310	Autopay 412579	Management & Staffing Services 09/23	\$ 12,724.83
VGlobal Tech	100313	5394	Quarterly ADA & WCAG Audits 09/23	\$ 400.00
VGlobal Tech	100314	5362	ADA & WCAG Audits 09/23	\$ 300.00
Waste Management Inc. of Florida	ACH	0034272-4032-4 Autopay	Waste Disposal Services 09/23	<u>\$ 189.66</u>
<b>Report Total</b>				<b><u><u>\$ 76,447.18</u></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**

**October 2023**

**Presented For Board Approval**

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

The total items being presented:                   **\$28,716.90**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
AT&T	ACH	322343089 09/23	Internet & Phone Services 09/23	\$ 166.03
AT&T	ACH	Autopay 323860823 09/23	Internet & Phone Services 09/23	\$ 308.30
BrightView Landscape Services, Inc.	100318	Autopay 8593503	Irrigation Repairs 09/23	\$ 379.20
BrightView Landscape Services, Inc.	100319	8595994	Landscape replacement 09/23	\$ 665.04
BrightView Landscape Services, Inc.	100320	8595982	Irrigation Repairs 09/23	\$ 1,544.26
COMCAST	ACH	8495 74 140 1213297	Wireless Telephone Services 09/23	\$ 372.00
Florida Department of Revenue	ACH	09/23 Autopay 65-8019229595-9 01/23	Sales Tax 01/23	\$ 100.09
Florida Department of Revenue	ACH	Paid Online 65-8019229595-9 02/23	Sales Tax 02/23	\$ 71.85
Florida Department of Revenue	ACH	Paid Online 65-8019229595-9 03/23	Sales Tax 03/23	\$ 42.11
Florida Department of Revenue	ACH	Paid Online 65-8019229595-9 04/23	Sales Tax 04/23	\$ 48.22
Florida Department of Revenue	ACH	Paid Online 65-8019229595-9 05/23	Sales Tax 05/23	\$ 75.62
Florida Department of Revenue	ACH	Paid Online 65-8019229595-9 06/23	Sales Tax 06/23	\$ 48.22
Florida Department of Revenue	ACH	Paid Online 65-8019229595-9 07/23	Sales Tax 07/23	\$ 38.45
		Paid Online		

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Department of Revenue	ACH	65-8019229595-9 08/23	Sales Tax 08/23	\$ 49.20
Florida Department of Revenue	ACH	65-8019229595-9 09.23	Sales Tax 09/23	\$ 70.19
Florida Power & Light Company	ACH	Monthly Summary 10/23	Electric Services 10/23	\$ 3,246.73
Hidden Eyes, LLC	100324	Autopay 287 731977	Gate Monitoring 10/23	\$ 4,187.62
Kutak Rock, LLP	100321	3283139	Legal Services 08/23	\$ 2,180.08
Myrdith Investments LLC	100322	1628	Entry Way Maintenance 09/23	\$ 298.70
Poolsure	100325	131295617812	Pool Chemicals 10/23	\$ 697.65
Rizzetta & Company, Inc.	100316	INV0000084034	Assessment Roll 10/23	\$ 5,516.00
Rizzetta & Company, Inc.	100317	INV0000084131	District Management Fees 10/23	\$ 3,694.34
Rizzetta & Company, Inc.	100327	INV0000084711	Public Record Requests 10/23	\$ 28.00
Southaven CDD	DC 101023	DC 101023	Debit Card Replenishment	\$ 566.00
Southeast Fitness Repair	100323	102635	Fitness Maintenance 09/23	\$ 330.00
St Johns Utility Department	ACH	Monthly Summary 09/23 Autopay	Water Services 09/23	\$ 3,503.34

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VGlobal Tech	100326	5484	ADA & WCAG Audits 10/23	\$ 300.00
Waste Management Inc. of Florida	ACH	0035253-4032-3 Autopay	Waste Disposal Services 10/23	<u>\$ 189.66</u>
<b>Report Total</b>				<b><u>\$ 28,716.90</u></b>

## **Tab 3**

## **RESOLUTION 2023-05**

**A RESOLUTION OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; ESTABLISHING CONDITIONS PRECEDENT TO THE DISBURSEMENT OF FUNDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 190.011(5) of the Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, Rule 1.1(2)(f) of the District’s Rules of Procedure contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

**WHEREAS**, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds with prior approval by the District’s General Manager, District Manager, Chair and/or Vice Chair, as set forth below.

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

**Section 1. Payment of Expenses.**

**A. Continuing Expenses.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- 1.** The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
- 2.** The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
- 3.** The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.



**B. Non-Continuing Expenses.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District's facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding [\$5,000] with approval of the General Manager and District Manager; and

2. Non-Continuing Expenses Not Exceeding [\$10,000] with approval of the District Manager/Secretary and Chair of the Board; and

Non-Continuing Expenses exceeding \$10,000 shall be approved by the Board unless they are an Emergency Expense authorized under Section 1.C.

Before any expenditure is made under Section 1.B., the General Manager and/or the District Manager/Secretary shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

**C. Emergency Expenses.** For emergency expenses exceeding the authorization in Section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager/Secretary and (ii) the Chair of the Board of Supervisors, or in his or her absence, the Vice Chair, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in

progress, or will create an undue hardship on the public health, safety, or welfare.

**Section 2. Conditions Precedent to Payment of Expenses.** For Non-Continuing Expenses greater than \$5,000, the General Manager shall obtain a minimum of two bids for the work. For Non-Continuing Expenses greater than \$20,000, the General Manager and/or District Manager shall obtain three bids for the works. If the General Manager and/or District Manager is unable to obtain the required number of bids, the General Manager and/or District Manager shall notify the Chair of the Board of the efforts undertaken to obtain multiple bids or the rationale behind a sole source bid.

**Section 3. Board Consideration.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

**Section 4. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 5. Effective Date; Conflicts.** This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably, and adopted this 7<sup>th</sup> day of August, 2023.

ATTEST:

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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

  
\_\_\_\_\_  
Chair

## Tab 4



November 27, 2023,

Via Email: [mdobbins@rizzetta.com](mailto:mdobbins@rizzetta.com)

Ms. Melissa Dobbins  
Rizzetta & Company, Inc.  
2806 N. Fifth Street, Suite 403  
St. Augustine, Florida 32084

Re: **Southaven Development District**  
Resignation of District Engineer

E 13-158-03

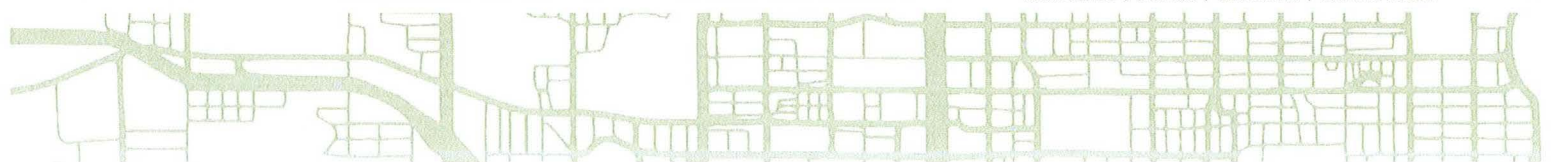
Dear Ms. Dobbins:

It has truly been a pleasure serving as District Engineer for Southaven Community Development District since its establishment. I have enjoyed seeing it grow to the wonderful community that it is today. Unfortunately, due to demands on our time, we hereby inform you that we must relinquish our position as District Engineer. Please accept this letter as ETM's notice of resignation as District Engineer, effective 60 days from the next meeting. It has been a pleasure working with you, the Board of Supervisors, and the rest of the District staff. We will be happy to work with our successor to provide a smooth transition.

Feel free to contact me with any questions.

Sincerely,

Scott Jordan Lockwood, P.E.  
Senior Project Manager, Shareholder  
District Engineer



**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES  
FOR THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

*RFQ for Engineering Services*

The Southaven Community Development District (“**District**”), located in St. Johns County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s roadway improvements, stormwater management system, water distribution system, wastewater system, landscaping, hardscaping and irrigation system improvements, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with St. Johns County;; e) the geographic location of the Applicant’s headquarters and offices; f) the recent, current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit eight (8) copies and one (1) electronic copy on a flash drive of Standard Form No. 330 and the Qualification Statement by **12:00 p.m. on January 8, 2024** using **ONLY** the following delivery methods, UPS, FedEx or Hand Delivery to Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

**SOUTHAVEN  
COMMUNITY DEVELOPMENT DISTRICT**

**DISTRICT ENGINEER PROPOSALS**

**COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

**3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

**7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

## **Tab 5**



# Quality Site Assessment

Prepared for: **Southaven CDD**

## General Information

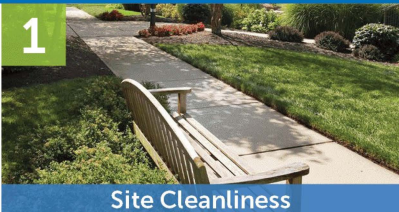
**DATE:** Friday, Oct 13, 2023  
**NEXT QSA DATE:** Tuesday, Jan 09, 2024  
**CLIENT ATTENDEES:**  
**BRIGHTVIEW ATTENDEES:** Russ Merciez

## Customer Focus Areas

Clubhouse & Entrance- keep focal areas clean and weed free

## Quality you can count on.

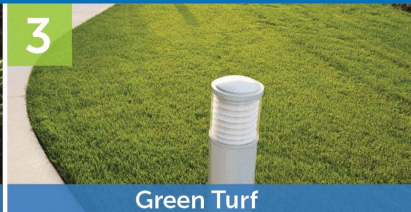
7  
Seven  
Standards of  
Excellence



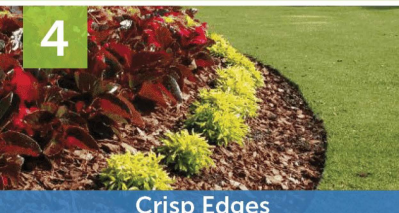
Site Cleanliness



Weed Free



Green Turf



Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs



# QUALITY SITE ASSESSMENT

## Southaven CDD

### Maintenance Items



- 1** Numerous dead shrubs in the pocket parks. We recommend to replace with Sunshine Ligustrum or equivalent.
- 2** Fall annuals were installed.
- 3** The turf around the property is in good shape, healthy and green
- 4** We will keep an eye on the trees that overhang the visitors entrance. They will be pruned up by the end of the month to ensure no touching of vehicles entering property.



# QUALITY SITE ASSESSMENT

## Southaven CDD

### Maintenance Items



- 5** Trimming being performed on a weekly rotation.
- 6** Clear low hanging moss from the trees where it is accessible. This is at the front entrance.
- 7** All shrubs at main gate will be trimmed where necessary on the next visit.
- 8** Tree at the main gate overhanging sidewalk needs to be trimmed as to not impede on the pedestrians.

# QUALITY SITE ASSESSMENT

## Southaven CDD

### Maintenance Items



- 9** The grasses behind the tennis court need to be trimmed back away from the sidewalk.
- 10** We will talk with crew to ensure that debris is being picked up in our areas on each visit.
- 11** We will discuss with crew to keep an eye out for suckers on trees. Not a lot present on this visit.



### Recommendations for Property Enhancements



- 1** Palms need pruned throughout the property. These are in the pool area. We will send a quote over to cover this.



# Quality Site Assessment

Prepared for: **Southaven CDD**

## General Information

**DATE:** Thursday, Nov 02, 2023

**NEXT QSA DATE:** Monday, Jan 29, 2024

**CLIENT ATTENDEES:**

**BRIGHTVIEW ATTENDEES:** Russ Merciez

## Customer Focus Areas

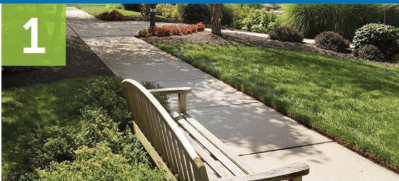
Clubhouse & Entrance- keep focal areas clean and weed free

## Quality you can count on.

7

Seven  
Standards of  
Excellence

1



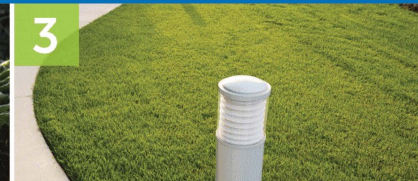
Site Cleanliness

2



Weed Free

3



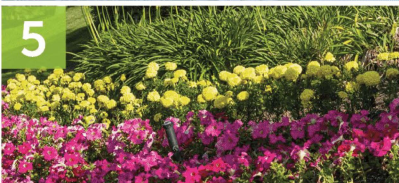
Green Turf

4



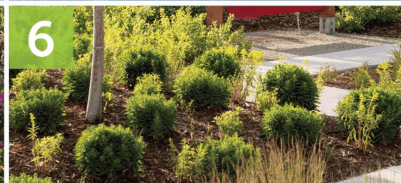
Crisp Edges

5



Spectacular Flowers

6



Uniformly Mulched Beds

7



Neatly Pruned Trees & Shrubs



# QUALITY SITE ASSESSMENT

## Southaven CDD

### Maintenance Items



- 1** Fall annuals are still blooming and looking great. We will discuss the winter annual mix soon which will be installed end of December/early January.
- 2** New sod being installed at the front entrance. This will be completed by the end of the week.
- 3** Pond banks look good. Line trimmed down to the edge. Crew is careful not to let the clippings go into the water.
- 4** Turf is in good shape. It is still green and adjusting well to the temperature change.



# QUALITY SITE ASSESSMENT

## Southaven CDD

### Maintenance Items



- 5** Hard and soft surfaces being sprayed for weed control on a rotating schedule.
- 6** Dog park looks great. The turf is in good shape. Very minor weed pressure in select areas.
- 7** Tree limbs that were overhanging the fence in the dog park were trimmed.
- 8** Edging of hard surfaces being performed on a weekly rotation.

# QUALITY SITE ASSESSMENT

## Southaven CDD

### Maintenance Items



- 9** We need to remove some suckers at the park on Latrobe.
- 10** Wherever there is moss that we can reach from the ground in the common areas, we will remove it from the trees.
- 11** There are some suckers on Crepe Myrtles at the entrance to the clubhouse that need to be addressed. Overall, there is very little presence of suckers throughout the property.



### Recommendations for Property Enhancements



- 1** There is some empty bed space that can be filled in at the park on Latrobe. We will send a proposal to add some Jack Frost Ligustrum to this area to help fill it out.



### Notes to Owner / Client



- 1 There is a broken gate in the dog park



### Completed Items



- 1** Numerous dead shrubs in the pocket parks. We recommend to replace with Sunshine Ligustrum or equivalent.
- 2** We will keep an eye on the trees that overhang the visitors entrance. They will be pruned up by the end of the month to ensure no touching of vehicles entering property.
- 3** Trimming being performed on a weekly rotation.
- 4** The grasses behind the tennis court need to be trimmed back away from the sidewalk.

## Proposal for Extra Work at Southaven CDD

Property Name	Southaven CDD	Contact	Lisa Licata
Property Address	61 Clarissa Lane St. Augustine, FL 32095	To	Southaven
		Billing Address	c/o Rizzetta and Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name      Southaven/ Markland: Install Surge protectors on two-wire paths

Project Description      Southaven/ Markland: Install Surge protectors on two-wire paths

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Kirkside Controller</b>			<b>Subtotal</b>	<b>\$1,920.71</b>
2.00	EACH	8ft Grounding Rod w/ Copper wire	\$438.60	\$877.20
2.00	EACH	Rain Bird Surge Protector Decoder	\$309.59	\$619.18
4.00	EACH	Splice kits	\$3.87	\$15.48
2.00	EACH	10" Valve box	\$51.60	\$103.20
4.00	HOURL	Labor	\$76.41	\$305.65
<b>Dog Park</b>			<b>Subtotal</b>	<b>\$1,920.70</b>
2.00	EACH	Rain Bird Surge Protector Decoder	\$309.59	\$619.18
2.00	EACH	8ft Grounding Rod w/ Copper wire	\$438.60	\$877.20
2.00	EACH	10" Valve box	\$51.60	\$103.20
4.00	EACH	Splice kits	\$3.87	\$15.48
4.00	HOURL	Labor	\$76.41	\$305.64

For internal use only

**SO#**                      8239785  
**JOB#**                    460800009  
**Service Line**        150

**Total Price**                      \$3,841.41

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
5811 County Rd 305, Elkton, FL 32033 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 or General Excise Tax (GET), where applicable.
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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. 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.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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:

16. 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 the appropriate underground utility locator company to locate and mark 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.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) 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

**Facility Manager**

Signature Title

**Lisa Licata**

Printed Name Date

**October 31, 2023**

**BrightView Landscape Services, Inc. "Contractor"**

**Irrigation Manager**

Signature Title

**Juwan Lamar Dupree**

Printed Name Date

**October 31, 2023**

**Job #: 460800009**

**SO #: 8239785**

**Proposed Price: \$3,841.41**

## **Tab 6**





*General Manager Report*  
***Southaven CDD Meeting***  
*December 6<sup>th</sup>, 2023*

Date of Report: December 6<sup>th</sup>, 2023

Submitted by: Lisa Licata

---

○ ***Amenity Center***

- Revenue (see report attached)
- Even side street parking signs
- Surge Protector house equipment
- Gym permanent hours
- Adirondack chairs-researching
- Update Halloween and event budget
- Sponsorships, what information would the board like to know
- Firewood/Rack Update
- Gatehouse Timer Light Install (see Smith's est. attached)





## Field Ops Report Southaven CDD

Date Submitted: December 6<sup>th</sup>, 2023      Submitted by: Lisa Licata



All Mailbox numbers are complete in the neighborhood.

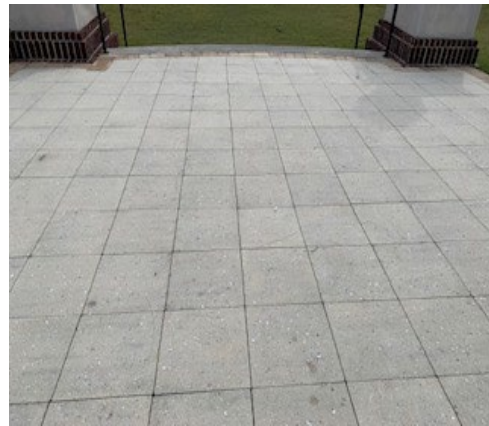


Pressure washing of the Fire Pit area and the walls around the Fire Pit.

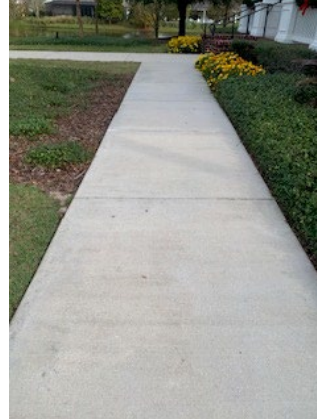
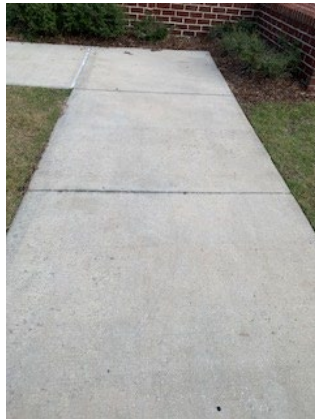
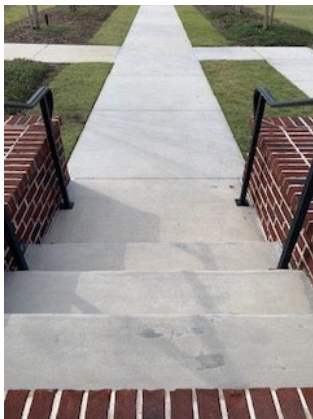
Adirondak chairs were soft sanded for removal of splinters. Further discussion of chairs is on the GM report.



# Markland



Back Lawn Planters and Landing were pressure washed.



Sidewalks leading to Manor house power washed. Only front walk is left.

Small maintenance projects like ac vents and paint touch ups in the Manor house were done.

Fan pull strings were replaced in the gym.

Organized the maintenance closet and pool pump room.

Row Labels	Sum of Amt
Barcode	\$420
Security Card	\$60
Social Room & Meeting Room	\$1,100
Grand Total	\$1,580

October-November 29<sup>th</sup> revenue report

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

# Estimate

Estimate #	Date
Timer	8/16/2023

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

Item	Description	Qty	Rate	Total
Quote	Remove the existing motion switch, supply and install a timer for the light at the guardhouse.	1	349.88	349.88
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>	\$349.88

Signature \_\_\_\_\_

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

## **Lake Management Report**

**Job:** Markland (Southhaven CDD)

**Date:** 10-3-23

**Technician:** J Lamach

**Equipment:** Skiff

**Weather:** Partly Cloudy

**Lake ID:**

1. Torpedo Grass



2. Torpedo Grass



## **Tab 7**



1707 Townhurst Drive  
Houston, Texas 77043  
800.858.7665  
www.poolsure.com

10/18/2023

c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614  
13MAR035

RECEIVED  
OCT 30 2023

Re: Southaven CDD: Annual Account Evaluation and Price Adjustment

Dear Customer,

We sincerely thank you for your continued partnership. It is our privilege to serve your chemical needs, and we remain committed to delivering the highest quality products and exceptional service you deserve.

Poolsure is pleased to announce that this year's price increase is minimal. This increase is influenced by reduced operational inflation this year. We are also happy to share the news that the commodity chemical markets have begun to stabilize. We continue to take every possible measure to absorb these more limited rising costs, and this minor adjustment is necessary to maintain the quality and innovation you expect from us.

**Your new rate, which will be effective starting January 1, 2024, can be found below:**

2024 Base Rate: \$ 753.46

- Summer (Apr-Sep): \$ 753.46
- Winter (Oct-Mar): \$ 753.46

A prepayment discount of 5% is available if the entire amount for 2024 is paid by December 31, 2023. Please contact us at [ar@poolsure.com](mailto:ar@poolsure.com) or 1-800-858-7665 if you have any questions or need an annual invoice for prepayment.

Thank you once again for choosing Poolsure as your trusted partner. We look forward to another year of collaboration and success together.

Sincerely,

Alan Falik  
President

Vincent Flaviani  
Vice President of Sales

Houston • Dallas – Ft.Worth • San Antonio • Austin • Corpus Christi • Baton Rouge • New Orleans • Lafayette  
Phoenix • Biloxi • Gulfport • Tampa • Jacksonville • Orlando • Melbourne • Daytona • St. Augustine • Gainesville

## Tab 8



# Proposal

## BOREE CANVAS UNLIMITED, INC.

4635 Highway Avenue, Jacksonville, FL 32254  
(904) 388-8770 \* Fax (904) 387-0174 \* (800) 396-6770

Web: www.boreecanvas.com, E-mail: donnieboree@boreecanvas.com

Fabric:

Valance:

Binding:

Submitted To: <b>MARKLAND AMENITY CENTER</b>	Date: <b>October 17, 2023</b>
Street: <b>61 CLARISSA LANE</b>	Phone:904-315-5171 Email: llicata@vestapropertyservices.com
City, State, Zip: <b>ST. AUGUSTINE, FL 32095</b>	Job Name/Location: <b>POOL AREA</b>
Salesman: <b>DONNIE BOREE</b>	Contact: <b>LISA</b>

We hereby submit specifications and estimates for:

RECOVER (3) PYRAMID STYLE CANOPIES  
APPROXIMATE SIZE: 118" X 118" X 45" HIGH  
SUNBRELLA FABRIC: COLOR TO BE DETERMINE  
WRAP UNDER LACE -4" STRAIGHT LOOSE VALANCE  
REINFORCEMENTS WHERE NEEDED **PRICE: \$5,997.00 PLUS TAX**  
TWELVE DRAPES  
APPROXIMATE SIZE: 40" WIDE X 93" HIGH **PRICE: \$3,595.00 PLUS TAX**

**Please note: This is a binding contract for custom work. All deposits are non - refundable.**  
**Permitting and/or engineering are not included unless specified. These services are available at an additional charge.**  
**Pricing subject to change based on engineer approval. If required by COJ permitting additional information not in our scope of work will be supplied by owner/others**

**Due to steady increasing of prices – Prices are subject to change – Prices good for 30 days**

**SUNBRELLA SEALED SEAMS**, for waterproof seams, eliminating double needle seams for a much nicer appearance!

HEAVY DUTY THREAD TO MATCH SELECTED FABRIC COLOR WHERE SEWING IS NECESSARY  
COVER LACED ON DRUM TIGHT WITH GROMMETS INSTALLED  
3-PLY THICK MATERIAL WITH ROPE SEWN IN FOR REINFORCING GROMMETS  
**CBC 1255294 State certified contractor**

5-PLY THICK MATERIAL WITH ROPE SEWN IN FOR REINFORCING GROMMETS			
CBC 1255294 State certified contractor		Job Price	
ALL FIRST QUALITY GOODS		Tax	
LICENSED, BONDED AND INSURED	Down Payment Info:	Total Job	
10 YR. MANUFACTURERS WARRANTY FOR SUNBRELLA OR 5 YR MANUFACTURERS WARRANTY FOR COASTLINE VINYL		Less Deposit	
1 YEAR WORKMANSHIP WARRANTY APPLIES TO SEWING, NEW FRAMES, AND INSTALLATION		Due @ Com	
APPROXIMATE COMPLETION TIME: WEEKS AFTER RECEIPT OF SIGNED AND			
DATED PROPOSAL AND 50% DEPOSIT, THE BALANCE IS DUE UPON COMPLETION.			
NO FRAME WARRANTY ON USED FRAMES OR RECOVERS. NO WARRANTY ON USED OR REPAIRED FABRICS.			

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will involve extra charge over and above the estimated. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's compensation Insurance. In the event of a breach of this agreement, the breaching party shall pay all reasonable attorneys' collection fees and costs of the other party incident to any action brought to enforce this agreement. Accounts not paid in full within 30 days are subject to 18% interest charge on the amount due Items stated in this contract will remain the property of Boree Canvas Unlimited, Inc. until paid for in full, with rights to enter the property for repairs and/or removal.

Salesman's Signature: \_\_\_\_\_

**PLEASE SIGN PROPOSAL:** \_\_\_\_\_

(Buyers Signature)

(Date)



# PROJECT PROPOSAL



## Advanced Awning & Design, LLC

2155 Corporate Square Blvd. Suite 100 • Jacksonville, Florida 32216

Office: (904) 724-5567 • Fax: (904) 724-1323

Web: [www.advanced-awning.com](http://www.advanced-awning.com) • E-mail: [estimating@advanced-awning.com](mailto:estimating@advanced-awning.com)

State License Number: **CGC 1510068**

Estimator: **Martin A. Prinzi / Jackie M. Smith**

Submitted To: <b>SOUTHHAVEN CDD c/o RIZZETTA &amp; CO</b>	Date: <b>OCTOBER 18, 2023</b>
Street Number: <b>3434 COLWELL AVE, SUITE 200</b>	Project Name/Location <b>MARKLAND AMENITY CENTER</b>
City, State, Zip: <b>TAMPA, FL 33614</b>	Contact: <b>LISA LICATA</b>
Phone: <b>OFF: (904) 436-5700 CELL: (904) 315-5171</b>	Email: <b><a href="mailto:LLICATA@VESTAPROPERTYSERVICES.COM">LLICATA@VESTAPROPERTYSERVICES.COM</a></b>

**Advanced Awning & Design** hereby proposes to furnish material and labor, complete in accordance with the following specifications:

<ul style="list-style-type: none"> <li><b>Fabric:</b> Sunbrella® or equal Acrylic – fabric reinforcements in all corners for added strength. (special collection fabrics are additional)</li> <li><b>Fabric Warranty:</b> 10 Years by Manufacturer</li> <li><b>Seams:</b> R.F. Heated Sealed Seams</li> <li><b>Thread:</b> 100% continuous filament polyester w/enhanced UV and fade protection and a non-wicking finish.</li> <li><b>Valance Style:</b> Choice</li> </ul>	<ul style="list-style-type: none"> <li><b>Hardware:</b> All Stainless</li> <li><b>Framing:</b> <u>Existing or option</u></li> <li><b>Grommets:</b> Nickel Spur type top prevent tarnishing – 3 ply w/rope added reinforcement</li> <li><b>Workmanship Warranty:</b> 2 Years</li> <li><b>Engineering:</b> Extra if Required</li> <li><b>Permitting:</b> Extra if Required</li> <li><b>Sales Tax:</b> Not Applicable</li> </ul>
<p align="center"><b>RECOVER (3) EXISTING CABANAS WITH NEW SUNBRELLA® OR EQUAL APPROXIMATELY 10' x 10' PYRAMID STYLE 10 YEAR FABRIC WARRANTY (\$1,530.00 each)</b></p>	
<p align="right"><b>TOTAL: \$4,590.00</b></p>	
<p align="center"><b>REPLACE (12) CABANNA CURTAINS WITH NEW SUNBRELLA® OR EQUAL EACH CURTAIN APPROXIMATELY 40" WIDE x 93" TALL 10 YEAR FABRIC WARRANT (\$1,000 per Cabana Set)</b></p>	
<p align="right"><b>TOTAL: \$3,000.00</b></p>	
<p align="right"><b>GRAND TOTAL: \$7,590.00</b></p>	
<p align="center"><b>IF RECOVERS AND CURTAINS ARE REPLACED TOGETHER WILL DISCOUNT 15%</b></p>	
<p align="right"><b>- \$1,140.00</b></p>	
<p align="right"><b>GRAND TOTAL: \$6,450.00</b></p>	
<p align="center"><b>*ANY FRAME REPAIRS NOT INCLUDED</b></p>	

INSTALLATION TIME: <b>5 – 7 WEEKS</b> UPON RECEIPT OF FULLY SIGNED/DATED PROPOSAL AND RECEIPT OF 50% DEPOSIT AND PERMIT ACQUISITION IF APPLICABLE.	*Job Price:	TBD
	Sales Tax:	n/a
* Due to the consistent rising material cost, price <b>VOID</b> after <b>30 DAYS</b> – Thank you for your understanding.	Installation:	Included
* Any <b>ENGINEERING</b> , <b>PERMITTING</b> , or additional required <b>INSURANCE</b> (certificate of coverage attached) will be at an additional cost.	**Credit Card Fee:	3.5% if app.
** <b>3.5% Fee</b> will apply for credit card transactions	Total Job:	TBD
	50% Deposit:	
	Due at Completion:	

**PAYMENT TERMS:** Payments of Contract Price shall be made as follows: **50% DEPOSIT - BALANCE DUE UPON DELIVERY AND/OR INSTALLATION** - CASH, CHECK, VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER ACCEPTED (a finance charge of 1.5% per month shall be applied to accounts not paid within 10 days after completion of all work invoiced) **ALL WORK IS CUSTOM – MADE TO ORDER, THEREFORE DEPOSIT IS NON-REFUNDABLE.**

**TERMS AND CONDITIONS:** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration 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. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

**ACCEPTANCE OF PROPOSAL:** The above specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Buyer/Authorized Signature

Date of Acceptance

## **Tab 9**



9774 Florida Mining Blvd W  
Suite 701  
Jacksonville, FL 32257

Visit us at  
[www.sunbeltsys.com](http://www.sunbeltsys.com)

Voice: 904-354-7060

# Quotation

Quote # **RT-10342**

Quote Date 11/10/23

Florida Contractor's License # **ES12000933**

Customer Name & Address:

Southhaven CDD  
C/O Rizzetta & Company  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

Project Location:

Markland  
60 Harkness Court  
St. Augustine, FL 32095

Project		Terms	Representative
		Net Due on Receipt	RKT
Quantity	Item	Description	
		***Quotation for Renewal of Repair Agreement on the Gated Access Control System for the Period of 12/21/2023 - 12/20/2024***	
		Annual Repair Agreement for the Following Equipment:	
1	RA-CONT	Repair Agreement - Standard Master Swing Gate Operator with Battery Back-Up	
2	RA-SWGO-MSB	Repair Agreement - Standard Slave Swing Gate Operator with Battery Back-Up	
2	RA-SWGO-SSB	Repair Agreement - Standard Slave Swing Gate Operator with Battery Back-Up	
3	RA-BARGT-SB	Repair Agreement - Standard Barrier Gate with Battery Back-Up	
2	RA-MVD-DC	Repair Agreement - Magnetic Vehicle Detector - Dual Channel	
5	RA-MVD-SC	Repair Agreement - Magnetic Vehicle Detector - Single Channel	
9	RA-LOOP	Repair Agreement - Saw Cut Loop	
5	RA-PRPC	Repair Agreement - Photo-Reflective Photocell Reversing Device	
1	RA-TEL-SD	Repair Agreement - Telephone Entry Unit with Single Line Display	
1	RA-ACS-BCS	Repair Agreement - Bar Code Scanner	
1	RA-INS-QTR	Repair Agreement - Quarterly Inspections	
	SLS DISC - EQU...	10% Vesta Property Discount	

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

**Total Price**

**\$7,254.00**

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

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

**NOTE:**  
This quotation includes all applicable sales taxes and shipping charges.



**EF20000913**

**1252 W. Beaver St.  
Jacksonville FL 32204  
Phone (904)354-4282  
Fax (904)354-6561**

**[www.edwardsornamental.com](http://www.edwardsornamental.com)**

November 22, 2023  
Vesta Property Services  
RE: Markland – South Haven CDD  
61 Clarissa Lane, St. Augustine, FL  
Attn: Lisa Licata

Dear Lisa:

*We are pleased to bid on the following:*

Remove and replace one corroded Doorking 6100 operator arm.

Remove and replace one damaged arm bracket on 1601 barrier gate operator.

Labor and installation included.

Total: \$2,275.00 tax included

Note: Edwards shall retain a security interest in all goods and materials until same has been paid in full. Buyer/owner agrees to pay all collection and attorney fees, as well as a 1.5% per month service charge on all past due amounts. All terms and scope of work for this contract are contained herein. All change orders or revisions to this contract must be approved by Lloyd D. Thurman, Vice President. If on site welding is required, we will do all in our power to protect existing finishes, however, we will not be responsible for welding splatter or burn mark. Work and pricing reflects completion of contract in congruence with all applicable industry standards and codes. All welds will be finished to NOMMA #3 standard unless otherwise noted (we can provide samples if requested). Edwards Ornamental Iron, Inc. retains authority to terminate this contract if unforeseen or differing site conditions are found. Edwards Ornamental Iron, Inc. reserves the right to alter the quoted price after 60 days. Buyer/Owner agrees to provide adequate Wifi signal and broadband internet to any access controls installed by Edwards, if required. For all operator installs, power and sleeves under driveway by others.

Warranty: Unless otherwise specified, all goods manufactured by Edwards and services by Edwards are warranted to be free of defects for a period of one year from date of installation. Individual parts to be covered by the manufacturer in warranty cases, as applicable.

Terms: 50% deposit, balance at completion (3.5% fee added for credit cards)

Sincerely,

Lloyd Thurman, Vice President

Customer Acknowledgement: We hereby agree to the above work.

Accepted signature: \_\_\_\_\_

Print name: \_\_\_\_\_

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



**1252 W. Beaver St.  
Jacksonville FL 32204  
Phone (904)354-4282  
Fax (904)354-6561**

**[www.edwardsornamental.com](http://www.edwardsornamental.com)**

## **Maintenance Agreement**

We hereby propose to enter into a maintenance agreement with Vesta Property Services – Markland South Haven CDD on this 22<sup>nd</sup> day of November, 2023.

This agreement contains the following quarterly preventative maintenance plan. Edwards Ornamental personnel will inspect, grease, adjust and repair as necessary electrical, mechanical and normal wear and tear items on a regular quarterly schedule. The Designated Association Representative will be notified in advance of this scheduled visit.

Edwards will train the Designated Association Representative how to disable and lock open the gate(s) in the event of an emergency situation.

Edwards will respond to emergency repairs within 48 hours of notification of said emergency exclusive of weekend hours. Should Vesta Property Services – Markland South Haven CDD, require emergency service on Saturday, Sunday or a recognized Legal Holiday the fee for such service call will be \$350.00 per hour calculated from time of departure from 1252 West Beaver Street until direct return to 1252 West Beaver Street.

This agreement does not cover repair or replacement of parts or materials. It does not include damage by vandalism, misuse, abuse, unauthorized repairs attempted by non-Edwards personnel or natural acts such as lightning, storms, failing objects, etc. The normal work hour rate for non-covered repairs is \$175.00 per hour from time of departure 1252 West Beaver Street until direct return to 1252 West Beaver Street. Parts for non-covered repairs or replacements will be priced separately on the repair invoice.

No other services or fees are included which are not spelled out in this Agreement as above noted. Electrical supply and phone lines are not covered.



# TGS

The Gate Store, Inc.  
1230 N US Highway 1, Unit 11  
Ormond Beach, FL 32174  
*thegatestoreinc@gmail.com*  
386-333-9375

## **GATE MAINTENANCE AND SERVICE AGREEMENT**

**Scope of Services.** Lubricating gate hinges and drive components. Check and adjust all chains, belts, torque limiters, pulleys, and limit cams. Inspect the gates for any vehicle damage and alignment. Check overall gate functions and timings. Testing the battery back systems. Testing safety devices and sensors. Testing and servicing access devices. Testing and adjusting the telephone entry system. Programming the opener functions and parameters.

**Technical Checklist.** Each visit will include a checklist of the gate maintenance details provided with the invoice. Including repair reports made during services and suggested repairs detailed by the technician. Remaining parts allowance and free visits as per your contract for the year. The list may include all equipment associated with the gate system, brands of the equipment, serial numbers, age of the equipment, and manufacturer's warranty.

**Benefits of Bi-Monthly Contract.** 8 free service calls (M-F 9 AM to 5 PM) and **275.00** in parts credit on a calendar year. Priority on service calls and quotes. Comprehensive checklist report with every interval service. Free phone support for gate hardware and software.

**Contract Does Not Include.** Damage caused by the gates being hit by vehicles, vandalism, or an act of God. Additional equipment added to the gate system. Pest or critter control and removal. Service to Pedestrian gates. Service calls on Saturday or Sunday.

**Contract Termination.** This agreement does not terminate automatically and will continue annually unless otherwise changed by TGS. A written notice must be provided 30 days before the expected cancellation date by the HOA to discontinue.

**Name of the community - Markland Manor**

**Number of barrier arm gates - 3**

**Number of swing gates - 4**

**Dollar amount per service - \$340.00**

**Number of services per year - 6**

**Total dollar amount per year - \$2,040.00**

**AUTHORIZED BY \_\_\_\_\_ TITLE \_\_\_\_\_**

**EFFECTIVE DATE \_\_\_\_\_**

The annual investment for this Maintenance Agreement is \$3,500.00, payable yearly, in advance. No work will be rendered without advance payment.

Q4 2023 – Q4 2024.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. Edwards Ornamental Iron Works is authorized to do the work as specified.

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

Print name: \_\_\_\_\_ Dated: \_\_\_\_\_

Approved by: \_\_\_\_\_ Dated: \_\_\_\_\_

Edwards Ornamental Iron Works  
Lloyd Thurman  
VP





# TGS

The Gate Store, Inc.  
1230 N US Highway 1, Unit 11  
Ormond Beach, FL 32174  
*thegatestoreinc@gmail.com*  
386-333-9375

## **GATE MAINTENANCE AND SERVICE AGREEMENT**

**Scope of Services.** Lubricating gate hinges and drive components. Check and adjust all chains, belts, torque limiters, pulleys, and limit cams. Inspect the gates for any vehicle damage and alignment. Check overall gate functions and timings. Testing the battery back systems. Testing safety devices and sensors. Testing and servicing access devices. Testing and adjusting the telephone entry system. Programming the opener functions and parameters.

**Technical Checklist.** Each visit will include a checklist of the gate maintenance details provided with the invoice. Including repair reports made during services and suggested repairs detailed by the technician. Remaining parts allowance and free visits as per your contract for the year. The list may include all equipment associated with the gate system, brands of the equipment, serial numbers, age of the equipment, and manufacturer's warranty.

**Benefits of Monthly Contract.** 11 free service calls (M-F 9 AM to 5 PM) and **\$550.00** in parts credit on a calendar year. Priority on service calls and quotes. Comprehensive checklist report with every interval service. Free phone support for gate hardware and software.

**Contract Does Not Include.** Damage caused by the gates being hit by vehicles, vandalism, or an act of God. Additional equipment added to the gate system. Pest or critter control and removal. Service to Pedestrian gates. Service calls on Saturday or Sunday.

**Contract Termination.** This agreement does not terminate automatically and will continue annually unless otherwise changed by TGS. A written notice must be provided 30 days before the expected cancellation date by the HOA to discontinue.

**Name of the community - Markland Manor**

**Number of barrier arm gates - 3**

**Number of swing gates - 4**

**Dollar amount per service - \$340.00**

**Number of services per year - 12**

**Total dollar amount per year - \$4,080.00**

**AUTHORIZED BY \_\_\_\_\_ TITLE \_\_\_\_\_**

**EFFECTIVE DATE \_\_\_\_\_**

## **Tab 10**



Quote #: Q-13200-2  
 Date: 10/20/2023  
 Expires On: 12/31/2023

## Envera Systems

Next Generation Security  
 4171 W Hillsboro Blvd Ste 2  
 Coconut Creek, FL 33073  
 Phone: (855) 936-8372 | Email: [info@enverasystems.com](mailto:info@enverasystems.com)

## Prepared for

Southaven CDD - Markland HOA - St. Augustine  
 2001 International Golf Pkwy  
 St. Augustine, Florida 32095

SECURITY CONSULTANT	PHONE	EMAIL
Eddie Coalwell	+1 9044208464	<a href="mailto:ecoalwell@enverasystems.com">ecoalwell@enverasystems.com</a>

Pricing based on a new 3-year agreement.

## INSTALLATION INVESTMENT

**Installation Investment Total: \$0.00**

### THIRD PARTY FINANCING OPTIONS

36 Months Financing at 3.99%

Monthly Payment: \$0.00

- Finance Options Based on Credit Approval
- \$85 Documentation Fee & First Month Required at Signing
- Eligibility subject to credit approval upon receipt of credit application to Canon Financial Services, Inc.
- Finance Application can be found at [enverasystems.com/financing](http://enverasystems.com/financing)

## MONTHLY INVESTMENT

### Community - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$200.00	\$200.00
Community - Access Control TOTAL:			\$200.00

### Entrance - Virtual Gate Guard

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automated License Plate Technology	\$500.00	\$500.00
355	Per Home (Address) Monitoring - 24 Hours	\$9.00	\$3,195.00

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$228.99	\$228.99
Entrance - Virtual Gate Guard TOTAL:			\$3,923.99

#### Entrance - Vehicle Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$22.83	\$22.83
Entrance - Vehicle Access Control TOTAL:			\$22.83

#### Amenity - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$40.80	\$40.80
Amenity - Access Control TOTAL:			\$40.80

**Monthly Investment Total: \$4,187.62**

## SERVICE & MAINTENANCE PLAN

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will only charge cost for system parts and materials.
- Ground loops are warrantied for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
  - Envera will perform system checks of all cameras on a daily basis.
  - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
  - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or internet service.

## TERMS & CONDITIONS

- Monthly pricing is based on 355 current homes, with a maximum of 355 homes at full build out.
- Package pricing is applied to installation and monthly pricing. Pricing presented in this Quote is based on the purchase of all items as presented.
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.
- Community will be responsible for all required internet lines with minimum of 5Mbps upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:

- \*Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
- Installation of the equipment will take approximately six weeks to complete and fully test
- Envera's Implementation Team will provide a resident orientation session
- Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
- After the soft opening period expires, all guests will be verified before being granted entry into the community
- Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management

## **Tab 11**



# All Asphalt Services Inc.

Corporate Offices  
598 S. Woodward Ave.  
Deland, FL 32720  
Federal Tax I.D. 59-3224154  
www.AllAsphaltServices.com  
Phone: 407-774-2009  
Email: allasphaltsvc2@aol.com

Estimate #
15933
Date
11/6/2023

Orlando

Jacksonville

Tampa

Name / Address			Project
Markland 61 Clarissa Ln. St. Augustine, FL 32095	Customer Contact	Customer Phone	Customer Fax
	Lisa Licata	904-315-5171	
Description			Total
Job Site Address: 61 Clarissa Ln. St. Augustine, FL 32095 PROPOSAL TO REPAIR DAMAGED ASPHALT (SEE MAP)  Saw cut or mill, remove and haul away damaged asphalt from 17 areas, up to 1,902 sq. ft. Deliver and install Type SIII hot asphalt mix rolled and compacted to repair 17 areas, up to 1,902 sq. ft.  Department of Traffic approved, Type 3 traffic line paint: Re-stripe 1 crosswalk (at 149 Freemont St.).  Permit, if necessary, by others. If you have any questions regarding this estimate, please contact SCOTT GAWLER at 321-229-2240.  **A 35% deposit of \$5,325.00 is required before the job is scheduled. Balance is due upon completion**			14,265.00  950.00
This proposal is valid for 10 days. Please sign and return for confirmation			<b>Total</b> \$15,215.00

We propose hereby to furnish material and labor - complete in accordance with the above stated specifications. Payment to be made in full upon completion. All work is guaranteed as specified. Certificates of insurances provided upon request. After acceptance this document shall be considered a binding contract. In the event it becomes necessary to employ an attorney to collect any amount due under this contract, the customer/owner shall pay all reasonable attorney's fees and costs incurred by All Asphalt Services Inc. in collecting sums due under this contract. Any remobilization beyond our control there will be a minimum \$1,000 charge per trip.

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted as stated. You are hereby authorized to perform the work as specified. Payment will be made as outlined above. Please sign and return for confirmation.

Signature \_\_\_\_\_

Date \_\_\_\_\_

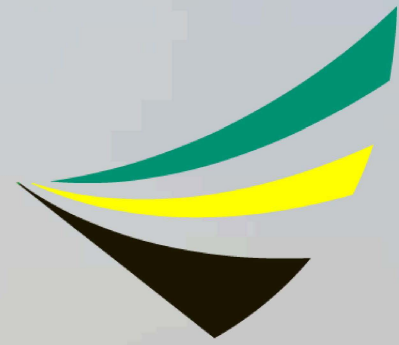
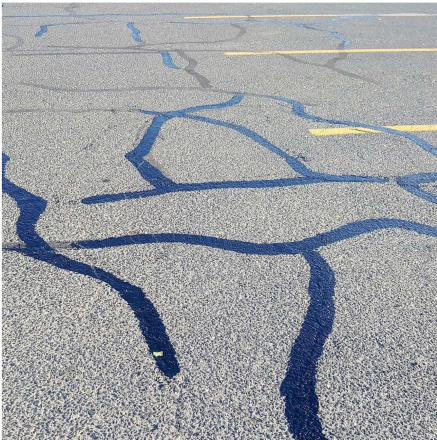


Write a description for your map.

 Markland







***EverLine***

Coatings and Services

***RETHINK* PAVEMENT MAINTENANCE**

**MARKLAND SOUTHAVEN CDD - 61  
CLARISSA LANE ST. AUGUSTINE FL  
- ASPHALT REPAIR**

*Markland*



## SCOPE OF WORK







## ASPHALT MAINTENANCE SERVICES

Project Location: 61 Clarissa Lane, St Augustine FL.

DESCRIPTION	PRICE	QTY	SUBTOTAL
<input checked="" type="checkbox"/> <b>Mix Asphalt Repair:</b> Includes the removal and replacement of existing, failed asphalt.	\$1,931.53	1	\$1,931.53
<b>Scope of Work:</b> <ul style="list-style-type: none"><li>- Repair 30" x 24" pothole at 172 Fremont, cut &amp; replace = \$481.27</li><li>- Repair 120" x 30" area of damaged asphalt, cut &amp; replace. = \$1,450.26</li><li>- All debris removed and disposed of.</li><li>- All traffic control included</li></ul>			
<b>Service Notes:</b> <ul style="list-style-type: none"><li>- Service includes the removal, recycling, or disposal of failed existing asphalt material utilizing our specialized Infrared Technology.</li><li>- Intact surrounding asphalt prepared using our CRF Asphalt Rejuvenator to ensure bonding with new asphalt materials.</li><li>- Insertion and compaction of Hot-Mix materials using mechanical means to ensure proper asphalt compaction and density.</li><li>- Highly experienced and enthusiastic staff on site at all times.</li></ul>			
<b>TOTAL (INCLUDES TAX)</b>			<b>\$1,931.53</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

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Ron Volkmann | *VP of Operation*

## Southaven CDD

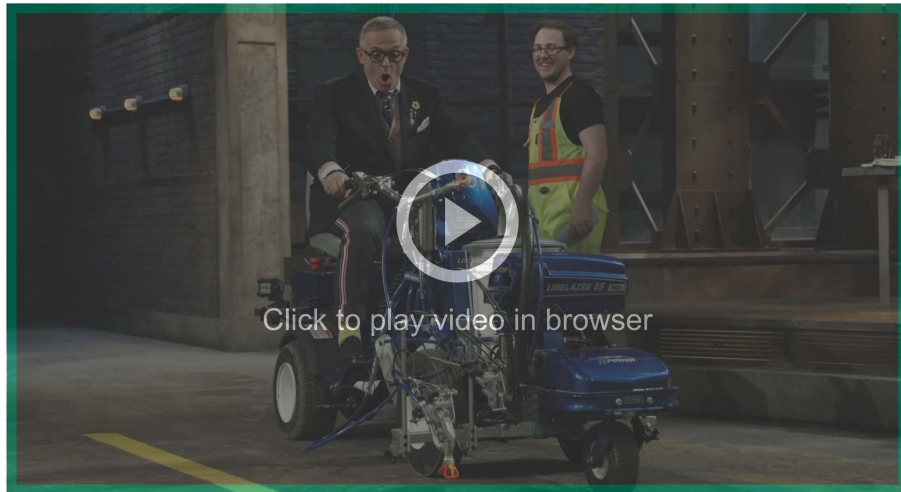
 **SIGNATURE**  
Lisa Licata

---

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)*





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

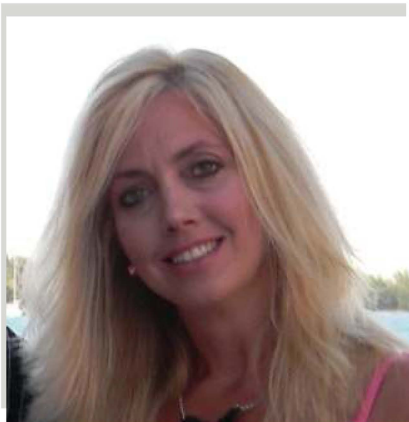
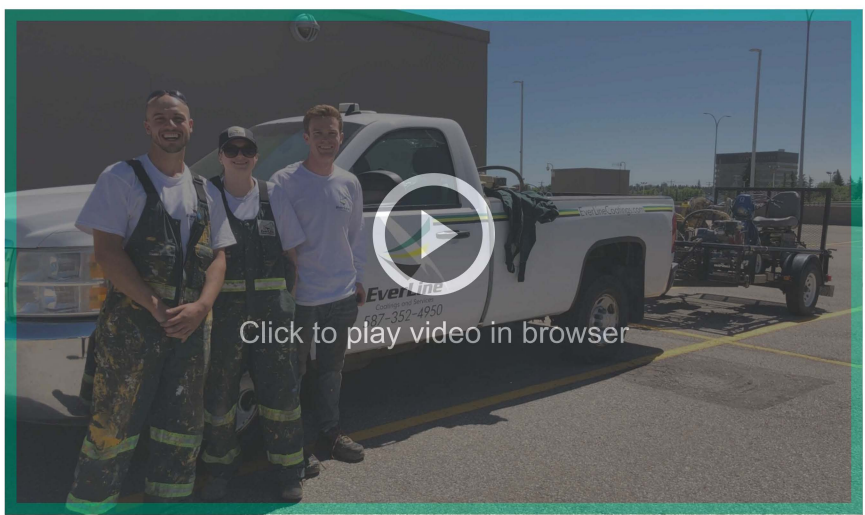


**THANK YOU**

[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

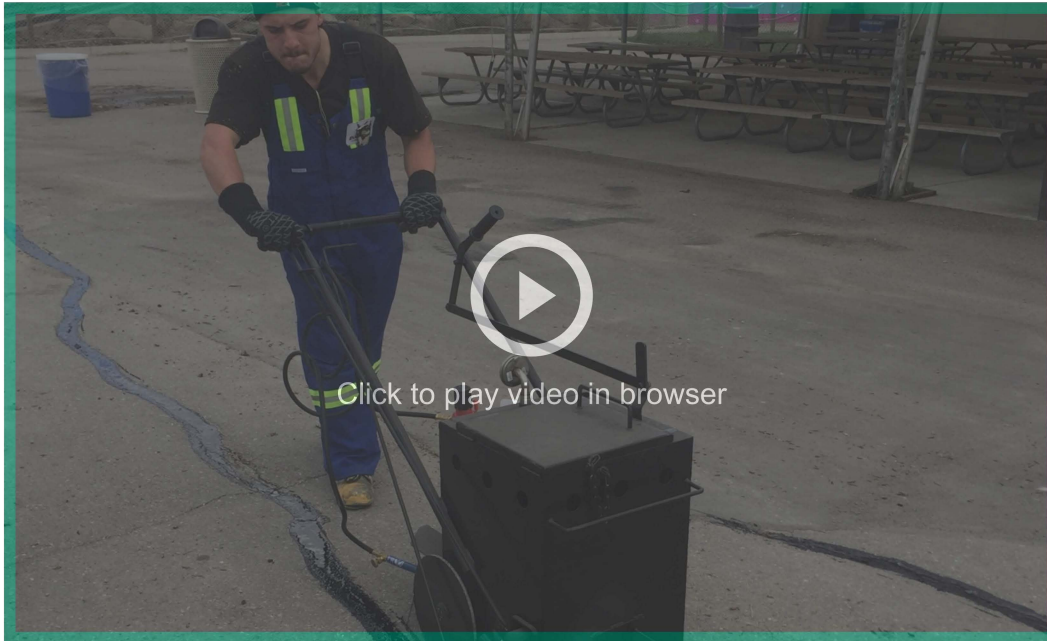
Our purpose is to provide our employees with a workplace that is considered a vehicle for personal and professional growth.

## 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



**EverLine**  
Coatings and Services

**Rethink Pavement Maintenance**

**EverLineCoatings.com**

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# 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.

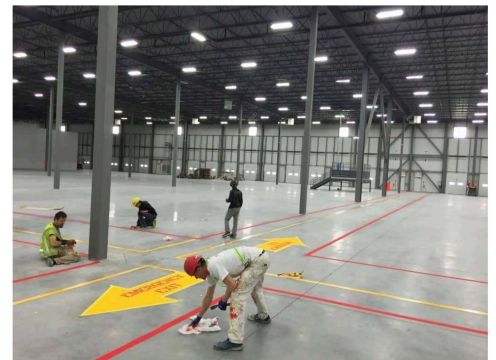


**We strive to be the leaders in our field when it comes to communication, credibility, professionalism and quality.**



**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**

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# 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.



## **Tab 12**



March 26, 2023

Attn: Lisa Licata  
Markland  
61 Clarissa Ln  
St. Augustine, FL. 32095

Please call 800-331-1723 or send email to [info@courtsurfacesfla.com](mailto:info@courtsurfacesfla.com) should you have any questions.

Following are the specifications and two prices to either 1) repair and resurface two (2) tennis courts or 2) resurface one (1) tennis court only at Markland, St. Augustine, FL. Both tennis net posts are bent will be replaced. 33' x 5' root damage along fence line will be patched. The courts have approx. 173' of cracks for which we recommend RiteWay Crack Repair. This is the only 2 year guarantee the cracks won't come back and this option is listed below as Add-On. *Basic crack patching does not guarantee the cracks would not come back at any time.* Root damage and high spots throughout one court will be sanded or ground down and patched to level. Water and good access to site. *Windscreen pricing and re-aligning existing windscreen priced below as Add-On.* Four sets of pickleball lines on inside court, one set of pickleball lines on basketball side. Basketball key and three-point circle painted.

**Price #1. Both courts**  
**Scope of Work**  
**Resurface – Two Courts –Asphalt**  
**(120' x 120') 14,400 sq ft**

1. **Mobilization to site**
2. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
3. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas. **Bench area crack patched and painted.**
4. **Cracks** – 173' cracks patched. Apply outdoor court grade patching materials to all cracks and patch areas to bring each area flush with surrounding asphalt. This is our minimum crack treatment which will improve but not eliminate the existing cracks. Recommend RiteWay Add-On below for more robust crack treatment.
5. **High Spots** -There are some uneven areas and bumps that will be leveled.
6. **Border root damage, 33' x 5'** will be ground and/or heat and raked patched on one court will be sanded, repaired for surface.
7. **Bird baths** - Apply outdoor court grade patching materials to all cracks and patch areas to bring each area flush with surrounding asphalt.
8. **Patching** - Using outdoor court grade patch compounds:
  - a) One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.



- b) Cover and fill any rough areas of asphalt.
- c) The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
- d) Light sanding on edges to smooth down.
- 9. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
- 10. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
- 11. **Finished colors** – Will be owner's choice of any one or two manufacturer's standard colors. Existing color is med green centers with light green border.
- 12. **Lines** - Paint two (2) sets of regulation two-inch-wide white playing lines for tennis courts. Total of five sets of pickleball lines (Yellow) (four on one tennis and one on the basketball side tennis court with basketball key with three-point circle.)
- 13. **Tennis net posts** – Replace two sets of bent tennis net posts. Green.
- 14. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

### ***Pricing***

#### ***Resurface – Two Courts –Asphalt (120' x 120') 14,400 sq ft***

The total price for the above outlined work is **\$24,900.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 12,450.00
Final Draw: Due upon completion of job	\$ 12,450.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: Court Surfaces

For:

Bryan McMandon  
Managing Member

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*



**Price #2. One court**  
**Scope of Work**  
**Resurface – One Court –Asphalt**  
**(60' x 120') 7,200 sq ft**

1. **Mobilization to site**
2. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
3. **Tape straight line down center to separate painted courts.** *Paint all of shade area base with repairing crack.*
4. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas. **Bench area crack patched and painted.**
5. **Cracks** – 107' cracks patched. Apply outdoor court grade patching materials to all cracks and patch areas to bring each area flush with surrounding asphalt. This is our minimum crack treatment which will improve but not eliminate the existing cracks. Recommend RiteWay Add-On below for more robust crack treatment.
6. **High Spots** -There will be some uneven areas and bumps that will be leveled.
7. **Border root damage, 33' x 5'** will be ground and/or heat and raked patched on one court will be sanded, repaired for surface.
8. **Patching** - Using outdoor court grade patch compounds:
  - a) One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding
  - b) Cover and fill any rough areas of asphalt.
  - c) The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d) Light sanding on edges to smooth down.
9. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the court with a broad squeegee according to manufacturer's recommended coverage rates.
10. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the court with a broad squeegee according to manufacturer's recommended coverage rates.
11. **Finished colors** – Will be owner's choice of any one or two manufacturer's standard colors. Existing color is med green centers with light green border.
12. **Lines** - Paint one (1) set of regulation two-inch-wide white playing lines for tennis court. Four sets of pickleball lines (Yellow) on one tennis. Played with four portable pickleball nets.
13. **Tennis net posts** – Replace two sets of bent tennis net posts. (Green).
14. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.



**Pricing**  
**Resurface – One Court –Asphalt**  
**(60' x 120') 7,200 sq ft**

The total price for the above outlined work is **\$16,626.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 8,313.00
Final Draw: Due upon completion of job	\$ 8,313.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: \_\_\_\_\_ Court Surfaces

For: _____	Bryan McMandon Managing Member
------------	-----------------------------------

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*

**Windscreen Sizes and Pricing**

**Add-On #1.** Windscreen removal of damaged pieces and replace  
**Add 900.00** to install windscreen and straighten all existing screen.

Initial \_\_\_\_\_

- #1. • 1 @ 6ft-0in-13ft-8in
- #2. • 1 @ 6ft-0in-39ft-6in
- #3. • 1 @ 6ft-0in-4ft-6in
- #4. • Gate-1 @ 6ft-0in-3ft-1in
- #5. • 1 @ 6ft-0in-4ft-3in
- #6. • 1 @ 6ft-0in-4ft-2in
- #7. • Gate-1 @ 6ft-0in-3ft-1in
- #8. • 1 @ 6ft-0in-4ft-6in
- #9. • 1 @ 6ft-0in-13ft-9in
- #10. • 1 @ 6ft-0in-4ft-4in
- #11. • Gate-1 @ 6ft-0in-3ft-0in
- #12. • 1 @ 6ft-0in-4ft-4in





### **Add-Ons**

**Add-On #2-** Apply Rite Way Crack Repair over the worst of the cracks that are over 12" long or 1/ 8" wide This is a multi-layered system designed for structural cracks that will allow movement underneath the repair without breaking the surface coatings and guarantees each treated crack to not return for at least two years.

**#1. Resurface Both courts 173':** With RiteWay:  
Add **\$3,460.00** to the above base bid for Add-on #2 \_\_\_\_\_

**#2. Resurface One court 107'':** With RiteWay:  
Add **\$2,140.00** to the above base bid for Add-on #2 \_\_\_\_\_

**Add-On #3. – Deluxe Portable Pickleball Unit on Wheels.** Includes net, powder coated steel frame w/ fiberglass center; features 3" oval tubing and locking 4" wheels; unit includes net frame and nylon storage bag.  
Price for Deluxe Pickleball Unit is **\$600.00 each**

Add **\$2,400.00** four (4) to the above base bid for Add-On #3. \_\_\_\_\_





### **Terms and Conditions**

**Scope of Work.** The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.

**Damages/Delays.** Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.

**Permitting.** Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.

**Warranty.** All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

**Exception to warranty.** Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.

**Payment.** Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:

30 days after Completion date OF 2.5% applied to bill balance

60 days after Completion date OF 5% applied to bill balance

90 Days after Completion date OF 7% applied to bill balance

120 days after Completion date OF 10% applied to bill balance

At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

**Failure to pay on time will result in the forfeiture of Warranty.**



**Work Site.** Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.

**Irrigation.** Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.

**Weather.** Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.

**Landscaping.** All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.

**Cancellation.** Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.

**Entrance/Exit.** Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.

**Change Orders.** All Change Orders will be discussed by all parties and signed upon before changes can be made.

**Digging and Setting Sleeves.** Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.

**Remobilization.** Our remobilization fee is \$1,500.00.