



Rizzetta & Company

Southaven Community Development District

**Board of Supervisors' Meeting
May 1, 2024**

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

www.southavencdd.org

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Richard Fetter Roger Giddens Bob Monk Don Boerema Jim Alexander	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Jonathan Johnson Katie Buchanan	Kutak Rock, LLP Kutak Rock, LLP
District Engineer	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

Board of Supervisors
Southaven Community
Development District

April 24, 2024

FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Southaven Community Development District will be held on **May 1, 2024 at 10:00 a.m.** at the Markland Amenity Center located at 61 Clarissa Lane St. Augustine, FL 32095.

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 February 7, 2024.....Tab 1
 - B. Consideration of the Minutes of the Budget Workshop held on April 9, 2024.....Tab 2
 - C. Ratification of the Operations and Maintenance Expenditures for January, February & March 2024.....Tab 3
 - D. Acceptance of Jim Alexander Resignation from Seat #1.....Tab 4
 - E. Appointment to Seat #1.....Tab 5
 - F. Consideration of Resolution 2024-03, Redesignating Assistant Secretary.....Tab 6
 - G. Acceptance of Annual Audit - Fiscal Year Ending September 2023.....Tab 7
 - H. Consideration of VGlobal ADA Website Compliance Amended Proposal.....Tab 8
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer.....Tab 9
 - 1.) Consideration of Yuro & Associates District Engineering Services Agreement
 - 2.) Consideration of Annual Engineer's Report Proposal
 - C. Landscape and Maintenance Report.....Tab 10
 - 1.) Consideration of Manor Plant Replacement Proposal
 - 2.) Consideration of Washouts Repair Proposal
 - D. General Manager Report.....Tab 11
 - 1.) Amenity Update
 - 2.) Field Update
 - 3.) Clearwaters Lake Management Report
 - 4.) Consideration of Leg Press Proposals
 - E. District Manager.....Tab 12
 - 1.) Presentation of Voter Registration Count
6. **BUSINESS ITEMS**
 - A. Consideration of Asphalt Repair Proposal.....Tab 13
 - B. Consideration of LED Gate Arm Proposal.....Tab 14
 - C. Consideration of Tennis Court Resurfacing Proposals.....Tab 15
 - D. Consideration of Pond Maintenance Proposals.....Tab 16
 - E. Presentation of the Fiscal Year 2024-2025 Proposed Budget.....Tab 17
 - 1.) Resolution 2024-04 to Propose the Budget and Set Public Hearing
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 **February 7, 2024, at 10:00 a.m.** held at the Markland Amenity Center located at 61 Clarissa Lane, St. Augustine, Florida 32095.

Present and constituting a quorum:

Richard Fetter	Board Supervisor, Chairman
Roger Giddens	Board Supervisor, Vice Chairman
Don Boerema	Board Supervisor, Assistant Secretary
Jim Alexander	Board Supervisor, Assistant Secretary (via speakerphone)

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock
Lisa Licata	General Manager, Vesta
Steve McAvoy	Brightview Landscape
Dana Harden	Vesta Property Services
Karson Whitehead	BrightView Landscape
Juwaan Dupree	BrightView Landscape
Mike Yuro	Representative, Yuro Engineering

Audience in attendance.

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Fetter led the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no comments.

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FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Regular Meeting held on December 6,
2023**

On a motion by Mr. Boerema, seconded by Mr. Fetter, with all in favor, the Board approved the Minutes of the Regular Meeting held on December 6, 2023, as presented, for Southaven Community Development District.

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FIFTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for
November and December 2023**

Mr. Boerema requested Ms. Dobbins to review other website ADA consultant fees to compare costs.

On a motion by Mr. Alexander, seconded by Mr. Giddens, with all in favor, the Board ratified Operations and Maintenance Expenditures for November 2023 in the amount of \$104,623.01, and December 2023 in the amount of \$78,831.91 for Southaven Community Development District.

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SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-02;
Conducting the General Election**

On a motion by Mr. Boerema, seconded by Mr. Alexander, with all in favor, the Board accepted Resolution 2024-02; Conducting the General Election for Southaven Community Development District.

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**Board moved to agenda item 6A.*

SEVENTH ORDER OF BUSINESS

**Consideration of District Engineer
RFQ Proposals (under separate cover)**

The Board reviewed proposals from the following firms: Alliant, Dewberry and Yuro. Mike Yuro was present and answered questions by the Board regarding his proposal.

On a motion by Mr. Fetter, seconded by Mr. Boerema, with all in favor, the Board ranked Yuro as the top submitting firm and authorized staff to negotiate an agreement for District Engineering Services., for Southaven Community Development District.

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**Board moved back to agenda item 4A.*

EIGHTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

Ms. Buchanan reviewed with the board that state forms, like their annual Form 1, will now be submitted electronically to the state. She also reviewed ethics training that went into effect Jan. 2024, which requires board members to complete 4 hours annually. This year's requirement will need to be completed by Dec. 31st for their 2025 Form 1 submission.

B. Landscape and Maintenance Report

Mr. Whitehead reviewed aeration program options and Mr. Depree reviewed irrigation issues and surge protection options. Following a brief discussion the following Board action was taken:

On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board approved the proposal form Brightview for surge protectors at the Dog Park and Kirkside rain gauges in the amount of \$3,841.41, for Southaven Community Development District.

2. Consideration of Entrance Plant Removal/Sod Install Enhancement Proposal

On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board approved the final phase of Brightview's entrance enhancement proposals in the amount of \$8,916.12, for Southaven Community Development District.

3.. Consideration of Aeration Enhancement for all Zoysia Areas Proposal

The Board decided to hold off on this matter to see how the aeration helps at the entrance and amenity center.

4. Consideration of Granular Fertilizer Proposal

The Board decided to table this matter.

5. Consideration of Aeration for Entrance & Manor Proposal

On a motion by Mr. Fetter, seconded by Mr. Boerema, with all in favor, the Board approved the Brightview's entrance Aeration for Entrance & Manor Proposal in the amount of \$1,750, for Southaven Community Development District.

The Board asked that Brightview report on the results during the May meeting.

6. Consideration of Sulfur Application Proposal

The Board decided to table this matter.

119 7. Consideration of Manor Plant Replacement Proposal

120 The Board decided to table this matter.

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122 8. Consideration of Washout Repair Proposal

123 The Board decided to table this matter.

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125 9. Consideration of Mistletoe Removal Proposal

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On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board approved the Brightview's proposal for mistletoe removal in the amount of \$712.80 for Southaven Community Development District.

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128 C. General Manager Report

129 Ms. Licata reviewed her report and provided options to purchase new Adirondak
130 chairs. A brief discussion ensued.

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On a motion by Mr. Boerema, seconded by Mr. Giddens, with all in favor, the Board authorized staff to work with Mr. Giddens to purchase up to \$1,000 in Adirondak chair replacements, for Southaven Community Development District.

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133 1. Review of Resident Drainage Request

134 The Board took no action at this time.

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136 2. Review of Costco Membership for District

137 Ms. Licata reviewed options to purchase district goods with a Costco
138 Membership for \$60.00.

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On a motion by Mr. Boerema, seconded by Mr. Giddens, with three in favor and Mr. Alexander opposed, the Board approved the purchase of a Costco Membership at a cost of \$60, for Southaven Community Development District.

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141 3. Review of New Gym Rower

142 The Board directed staff to continue to make repairs and monitor.

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144 4. Review of Soccer Tots Program

145 Ms. Licata reviewed a 10% profit revenue sharing Vesta "Soccer Tots" program
146 which would be for only residents, ages 2-5, for 1 day, but would like to use the
147 open field. A brief discussion ensued.

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On a motion by Mr. Boerema, seconded by Mr. Giddens, with three in favor and Mr. Alexander opposed, the Board approved the use of the field for Vesta's Soccer Tots Program, for Southaven Community Development District.

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150 5. Review of No Trespassing Signs

151 The Board took no further action.

6. Review of “No Tailgating” Sign for Gate Entrance

The Board requested Ms. Licata to price a LED gate arm for the resident’s side and to price a sign with wording, such as, STOP – Gate Closes After Each Vehicle.

D. Pond Aquatic Management Report
No report,

E. District Manager
Ms. Dobbins reviewed budget workshop dates with the board. The board requested the workshop be held on April 10th at 10 am subject to Bob’s availability.

NINTH ORDER OF BUSINESS

Review of Wall Painting Proposals

The Board reviewed the proposals behind tab 7 and a brief discussion ensued.

On a motion by Mr. Fetter, seconded by Mr. Boerema, with all in favor, the Board approved the Hydro proposal in the amount of \$11,520 subject to confirming warranty is 1 or 2 years, with an additional contingency of \$7,500, for Southaven Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Re-Slinging Pool Furniture Proposals

The Board reviewed proposals behind Tab 8.

On a motion by Mr. Boerema, seconded by Mr. Alexander, with all in favor, the Board approved the Patio Help proposal in the amount of \$1,717, for Southaven Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Court Resurfacing Proposals

The Board tabled until the new District Engineer can review the condition of the courts.

TWELFTH ORDER OF BUSINESS

Consideration of Pressure Washing Proposals

The Board reviewed proposals behind Tab 10.

On a motion by Mr. Fetter, seconded by Mr. Boerema, with all in favor, the Board approved AMG’s proposal in the amount of \$5,251.90, for Southaven Community Development District.

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THIRTEENTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

Audience

The POA President, reviewed concerns regarding residents wanting to plant in easements. She also had questions regarding sidewalk maintenance. Ms. Buchanan noted there was an agreement sent to the POA some time ago for review but doesn't believe the district received any feedback. Ms. Buchanan stated she would send it to Ms. Flamand's attention to review.

Supervisor Comments

There were no Supervisor requests put forward.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Fetter, seconded by Mr. Boerema, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 12:43 p.m. for Southaven Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

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 **budget workshop** of the Board of Supervisors of Southaven Community Development District was held **April 9, 2024, at 10:00 a.m.** held at the Markland Amenity Center located at 61 Clarissa Lane, St. Augustine, Florida 32095.

Present and constituting a quorum:

Richard Fetter	Board Supervisor, Chairman
Roger Giddens	Board Supervisor, Vice Chairman
Don Boerema	Board Supervisor, Assistant Secretary
Bob Monk	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Lisa Licata	General Manager, Vesta
Dana Harden	Vesta Property Services

Audience in attendance.

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

**Discussion Regarding Community
Finances, Improvements, and other
Matters as it relates to the District**

Ms. Dobbins presented a draft of the proposed budget totaling \$884,039, noting that this represents no increase over the current year. A lengthy discussion was held regarding various line items, year to date expenditures, and planned improvements. The Board adjusted expenses under the Landscape Maintenance, Landscape Replacement, Misc. Contingency line items and public officials, liability, and property insurance, while keeping the budget total at \$884.039.

THIRD ORDER OF BUSINESS

Adjournment

With no further discussion being heard, Ms. Dobbins adjourned the workshop at 12:32 p.m.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 3

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 January 2024 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$67,195.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Southaven Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Ancient City Janitorial LLC	100395	1574	Janitorial Services 01/24	\$ 725.82
AT&T	ACH	322343089 12/23	Internet & Phone Services 12/23	\$ 166.92
AT&T	ACH	Autopay 323860823 12/23	Internet & Phone Services 12/23	\$ 312.11
BrightView Landscape Services, Inc.	100396	8739642	Landscape Maintenance 01/24	\$ 13,930.00
Clear Waters, Inc.	100410	138923	Pond Maintenance 01/24	\$ 803.50
COMCAST	ACH	8495 74 140 1213297	Wireless Telephone Services 12/23	\$ 372.00
England, Thims & Miller, Inc.	100397	12/23 Autopay 211849	Engineering Services 12/23	\$ 566.25
Epic Pools & Hardscape Construction, Inc.	100402	43209	Install Motor, Seals and Gaskets in Pond 11/23	\$ 2,100.00
Florida Department of Revenue	ACH	65-8019229595-9 12/23	Sales Tax 12/23	\$ 32.34
Florida Power & Light Company	ACH	Paid Online Monthly Summary 01/24	Electric Services 01/24	\$ 3,227.94
Gannett Florida LocaliQ	100403	Autopay 287 6133083	Legal Advertising 11/23-12/23	\$ 331.84
Hidden Eyes, LLC	100406	735178	Gate Monitoring 01/24	\$ 4,187.62
Kutak Rock, LLP	100392	3329105	Legal Services 11/23	\$ 1,067.50
Rizzetta & Company, Inc.	100391	INV0000086449	District Management Fees 01/24	\$ 3,694.34

Southaven Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Smith Electrical, Inc.	100393	30903	Installed (2) Weather Proof GFI 11/23	\$ 339.92
Southeast Fitness Repair	100409	103469	Repair Chest Press 01/24	\$ 185.00
Southaven CDD	DC 012424	DC 012424	Debit Card Replenishment	\$ 967.65
St Johns County Alarm Program	100404	61387	Reinstatement Fee - for Excessive False Alarm 11/23	\$ 35.00
St Johns County Tax Collector	100398	111423 St Johns Cty	Property Tax Postage 11/23	\$ 122.20
St Johns Utility Department	ACH	Monthly Summary 12/23 Autopay	Water Services 12/23	\$ 3,589.24
Sunbelt Gated Access Systems of Florida, LLC	100399	2938	Gate Maintenance 12/23	\$ 1,402.50
Turner Pest Control, LLC	100407	618098717	Pest Control Services 11/23	\$ 84.90
Turner Pest Control, LLC	100405	618204204	Pest Control Services 12/23	\$ 84.90
Vesta Property Services, Inc.	100394	415287	Management & Staffing Services 12/23	\$ 13,361.00
Vesta Property Services, Inc.	100401	415978	Management & Staffing Services 01/24	\$ 14,633.34
Vesta Property Services, Inc.	100400	416591	Billable Mileage 12/23	\$ 43.75
VGlobal Tech	100408	5763	ADA Website Maintenance 01/24	\$ 300.00
Waste Management Inc. of Florida	ACH	0038113-4032-6 Autopay	Waste Disposal Services 01/24	\$ 462.66

Southaven Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Wayne Automatic Fire Sprinklers, Inc.	100411	1089082	Quarterly Sprinkler Inspection 11/23	\$ <u>65.00</u>
Report Total				\$ <u>67,195.24</u>

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
WWW.SOUTHAVENCDD.ORG

Operation and Maintenance Expenditures February 2024 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$67,943.19**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Southaven Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Advanced Awning & Design, LLC	100434	8171	Remaining Balance - Recover Cabanas 02/24	\$ 2,295.00
Ancient City Janitorial LLC	100418	1619	Janitorial Services 02/24	\$ 859.00
AT&T	ACH	322343089 01/24	Internet & Phone Services 01/24	\$ 166.94
AT&T	ACH	Autopay 323860823 01/24	Internet & Phone Services 01/24	\$ 312.16
BrightView Landscape Services, Inc.	100417	8719152	Electrical Troubleshooting at Kirkside Dr 12/23	\$ 622.13
BrightView Landscape Services, Inc.	100426	8774133	Landscape Maintenance 02/24	\$ 13,930.00
BrightView Landscape Services, Inc.	100422	8790738	Mistletoe Removal 02/24	\$ 712.80
BrightView Landscape Services, Inc.	100423	8790827	Kirkside Controller / Dog Park 02/24	\$ 3,841.41
BrightView Landscape Services, Inc.	100433	8795254	Electrical Troubleshooting - Entrance Controller 02/24	\$ 2,179.68
Clear Waters, Inc.	100431	139670	Pond Maintenance 02/24	\$ 803.50
COMCAST	ACH	8495 74 140 1213297	Wireless Telephone Services 01/24	\$ 375.39
England, Thims & Miller, Inc.	100419	01/24 Autopay 212574	Engineering Services 01/24	\$ 19.65
Fitness on Demand	100415	44412	Essentials Service 02/24	\$ 99.00
Florida Department of Revenue	ACH	65-8019229595-9 01/24	Sales & Use Tax 01/24	\$ 60.42
		Paid Online		

Southaven Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	ACH	Monthly Summary 02/24	Electric Services 02/24	\$ 3,303.67
Gannett Florida LocalIQ	100421	Autopay 287 6201477	Legal Advertising 01/24	\$ 81.60
Hidden Eyes, LLC	100427	736347	Gate Monitoring 02/24	\$ 4,187.62
Hydro-Kleen Pressure Washing Inc	100424	3262 Deposit	Clean, Prep and Paint Wall's Deposit 02/24	\$ 5,760.00
Kutak Rock, LLP	100413	3342500	Legal Services 12/23	\$ 2,863.80
LLS Tax Solutions, Inc.	100432	3291	Special Assessment Bond Series 2016A-1, 2016A-2 12/23	\$ 500.00
Patio Help LLC	100425	1268	Re-Sling Chaise Lounge Chair 02/24	\$ 867.00
Rizzetta & Company, Inc.	100412	INV0000087066	District Management Fees 02/24	\$ 3,694.34
Rizzetta & Company, Inc.	100414	INV0000087175	Annual Dissemination Services 02/24	\$ 2,000.00
Southaven CDD	DC021524	DC021524	Debit Card Replenishment	\$ 825.64
St Johns Utility Department	ACH	Monthly Summary 01/24	Water Services 01/24	\$ 3,405.58
Synergy Florida	100420	Autopay 379579	Service Call - TV Equipment Repair 01/24	\$ 195.00
Turner Pest Control, LLC	100428	618591731	Pest Control Services 01/24	\$ 87.45
Vesta Property Services, Inc.	100429	416705	Management & Staffing Services 02/24	\$ 13,361.00

Southaven Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	100416	417186	Billable Mileage 01/24	\$ 43.75
VGlobal Tech	100430	5849	ADA Website Maintenance 02/24	\$ 300.00
Waste Management Inc. of Florida	ACH	0039139-4032-0 Autopay	Waste Disposal Services 02/24	\$ 189.66
Report Total				<u>\$ 67,943.19</u>

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

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WWW.SOUTHAVENCDD.ORG

Operation and Maintenance Expenditures March 2024 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2024 through March 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$36,381.68**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Southaven Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AT&T	20240318-1	322343089 02/24 Autopay	Internet & Phone Services 02/24	\$ 166.94
AT&T	20240304-1	323860823 02/24 Autopay	Internet & Phone Services 02/24	\$ 312.16
Big Z Pools, LLC	100440	5415	BECSys ORP & PH Sensor's 03/24	\$ 987.00
COMCAST	20240314-1	8495 74 140 1213297 02/24 Autopay	Wireless Telephone Services 02/24	\$ 375.39
England, Thims & Miller, Inc.	100441	212713	Engineering Services 02/24	\$ 19.65
Fitness on Demand	100437	45639	Essentials Services 03/24	\$ 99.00
Florida Department of Revenue	20240318-3	65-8019229595-9 02/24 Paid Online	Sales Tax 02/24	\$ 57.68
Florida Power & Light Company	20240326-1	Monthly Summary 03/24 Autopay 287	Electric Services 03/24	\$ 3,178.44
Hidden Eyes, LLC	100444	737402	Gate Monitoring 03/24	\$ 4,187.62
Kutak Rock, LLP	100436	3355844	Legal Services 01/24	\$ 932.86
Rizzetta & Company, Inc.	100435	INV0000087890	District Management Fees 03/24	\$ 3,694.34
Southaven CDD	DC 030424	DC 030424	Debit Card Replenishment	\$ 1,310.09
Southaven CDD	DC 032724	DC032724	Debit Card Replenishment	\$ 1,921.17
St Johns Utility Department	20240318-2	Monthly Summary 02/24 Autopay	Water Services 02/24	\$ 3,556.80

Southaven Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sunbelt Gated Access Systems of Florida, LLC	100445	00003152	Gate Maintenance 03/24	\$ 805.50
Turner Pest Control, LLC	100442	618727889	Pest Control Services 02/24	\$ 87.45
Vesta Property Services, Inc.	100439	417562	Management & Staffing Services 03/24	\$ 13,361.00
Vesta Property Services, Inc.	100438	417740	Billable Mileage 02/24	\$ 43.75
VGlobal Tech	100447	5925	Quarterly ADA & WCAG Audits 03/24	\$ 400.00
VGlobal Tech	100446	5942	ADA Website Maintenance 03/24	\$ 300.00
Waste Management Inc. of Florida	20240315-1	0040044-4032-9	Waste Disposal Services 03/24	\$ 234.84
William C. Gillespie	100443	Autopay 003	Easter Bunny 03/24	\$ <u>350.00</u>
Report Total				\$ <u>36,381.68</u>

Tab 4

From: Jim cdd Alexander <jimcddalexander@gmail.com>
Sent: Friday, March 1, 2024 5:47 PM
To: Melissa Dobbins <MDobbins@rizzetta.com>
Subject: [EXTERNAL]Resigning

NOTICE: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Melissa:

This email will serve as my resignation, dated February 29, 2024, from the South Haven CDD board.

Jim Alexander

Tab 5

Thomas Bannon (Tim)

54 Kirkside ave.

St, Augustine, FL

MARKLAND COMMUNITY

- Resident since 2020
- Markland P.O.A. Current chair of Guideline & Enforcement Committees

PROPERTY MANAGEMENT EXPERIENCE

- Owner operator of Boxwood Properties: Residential properties
- Co-Owner operator of C.M.T.: Commercial property management

BOARD EXPERIENCE

- School Board Member/President
- Credit Union Board member, Audit committee member
- H.O.A. Board member

RELEVANT EXPERIENCE

- Purchasing Manager, Auto Industry: Supplier selection, Contract bidding & negotiation
- B.A. Economics

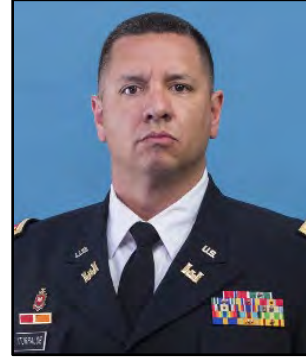


**JOINT FORCE HEADQUARTERS
DCSOPS – G3
2305 STATE ROAD 207
ST AUGUSTINE, FLORIDA 32086**

Biography

Lieutenant Colonel Jorge A. Iturralde G3 – Mobilization Readiness Officer

Lieutenant Colonel Jorge A. Iturralde is currently assigned as the G3 Mobilization Readiness Officer. He serves as the primary staff officer for the formulation and execution of plans and procedures for unit readiness, mobilization, force structure and force modernization. Units are increasingly being mobilized to support homeland defense, continental United States (CONUS) base expansion, and the war on global terrorism.



Lieutenant Colonel Jorge A. Iturralde is currently assigned as the G3 Mobilization Readiness Officer. He serves as the primary staff officer for the formulation and execution of plans and procedures for unit readiness, mobilization, force structure and force modernization. Units are increasingly being mobilized to support homeland defense, continental United States (CONUS) base expansion, and the war on global terrorism.

In 1995, LTC Iturralde began his military career when he enlisted in the active component of the US Army; assigned to the 2nd Battalion, 5th Cavalry Regiment, 1st Cavalry Division in Fort Hood, TX. In 1998, LTC Iturralde transitioned to the Florida Army National Guard and enrolled in the Simultaneous Membership Program in 2001, becoming a contracted cadet with the Florida State University Army Reserve Officer Training Corps while also assigned to HQ's, 417th Signal Battalion. In 2003, LTC Iturralde earned his commission as an Adjutant General Officer, graduating from the Adjutant General Basic Officer Leadership Course in the winter of 2004. LTC Iturralde obtained a second branch upon completion of the Engineer Captains Career Course in 2011. LTC Iturralde's career assignments include Assistant Personnel and Administrative Officer 83rd Troop Command, Platoon Leader 653rd Signal Company, Platoon Leader 269th Engineer Company, Personnel Officer (S-1) 417th Signal Battalion, Personnel Officer (S-1) 779th Engineer Battalion, Commander 868th Engineer Company, Operations Officer (S-3) 779th Engineer Battalion, Assistant Operations Officer (S-3) 83rd Troop Command, G1 Support Services Branch Chief, G1 Actions Branch Chief, and G1 Division Chief, Recruiting and Retention Battalion Commander, and G35 Strategic Plans Officer. LTC Iturralde deployed in support of Operation Iraqi Freedom 2009-2010 and was selected as the Military Training Team Officer in Charge, responsible for leading a 12 Soldier embedded training and partnership team focused on developing engineering tactics, techniques, and procedures within the 2nd Iraqi Army, Field Engineer Regiment. LTC Iturralde has also been activated on various occasions to provide Defense Support to Civil Authorities beginning with Operation Gulf Winds in 2004 and most recently in support of COVID-19 response efforts.

LTC Iturralde's military decorations include the Bronze Star Medal, Meritorious Service Medal, Army Commendation Medal, Army Achievement Medal, National Defense Service Medal, Army Reserve Component Achievement Medal, Global War on Terrorism Service Medal, Iraq Campaign Medal, Humanitarian Service Medal, Armed Forces Reserve Medal, Florida Distinguished Service Medal, Florida Commendation Medal, Florida Meritorious Service Ribbon, Florida Service Ribbon, Meritorious Unit Citation, and the Florida Governor's Meritorious Unit Citation.

LTC Iturralde was born in New York City, New York. He attended high school in Jacksonville, Florida and later enrolled in the Florida State University, where he received a Bachelor of Arts Degree in International Affairs. He currently resides in St Augustine with his wife Laura and their children; daughter Gabrielle and son Cristian.

JORGE A. ITURRALDE

492 Latrobe Ave, St Augustine, Florida 32095 ▪ 850.284.7015 ▪ jorge.a.iturralde@gmail.com

Objective:

To provide motivated leadership over a goal oriented team, establishing clearly defined objectives that will stimulate both personal and professional growth.

Security Clearance:

Military Secret

Employment History:

FLARNG G3 Mobilization Readiness Officer, St Augustine, FL 32086 09/2023 – Present

Serve as the primary staff officer for the formulation and execution of plans and procedures for unit readiness, mobilization, force structure and force modernization. Serve as the reviewing officer for all Florida Army National Guard mobilizing elements, ensuring pre-mobilization gates are achieved prior to mobilization station arrival. Coordinate and synchronize staff efforts to address operational gaps across various lines of effort to include personnel, logistics, training, medical, communication and systems, and fiscal support. Primary advisor on force structure, force integration, force modernization, and force readiness. Plan, organize, coordinate, implement, evaluate, and provide technical Force Structure and Modernization guidance to units and major commands. Responsible for maintaining effective liaison with ARNG and other State and Territory counterparts. Develop plans for activation, organization, reorganization, inactivation, and stationing of FLARNG units. Serves as the primary coordinator for all equipment fielding within the FLARNG.

FLARNG G35 Plans Officer, St Augustine, FL 32086 04/2023 – 09/2023

Serve as G35 Plans Officer for the Florida Army National Guard (FLARNG); serve as the lead planner in support of significant future organizational efforts; coordinate planning efforts of functional area planners and subject matter experts in support of long term strategic organizational objectives; draft, edit, and publish operations orders with the coordinated support of respective staff sections; provide problem solving and conflict resolution outputs directed at specific tasks or organizational requirements; leverage multiple and diverse perspectives and knowledge to provide the command leadership a thorough understanding of the operational environment and provide viable solutions to achieve organizational success.

Commander Recruiting and Retention Battalion, St Augustine, FL 32086 09/2021 – 04/2023

Serve as the primary advisor to the senior leadership of the Florida National Guard on all matters pertaining to Personnel Strength Maintenance. Monitor the State Strength Maintenance Program based on State Leadership and National Guard Bureau guidance. Develop and implement planning guidance for the Recruiting and Retention Battalion, ensuring adequate resourcing in the areas of marketing, advertising, logistics, admin, and training support are properly executed in support of recruiting operations.

G1 Division Chief, St Augustine, FL 32084 08/2020 – 09/2021

Work under the direct supervision of the G1 who establishes broad program objectives. Serve as a primary advisor to all levels of management that apply to all military personnel actions. Oversee the development and administration of multiple military programs in order to maintain or increase overall personnel readiness. Programs include, but are not limited to, Family Programs, Education Services, Separations, Retirement Services, Administrative Boards, Enlisted Actions, Officer Actions, Incentives Management, Plans and Mobilization Readiness, and G1 Automation. Responsible for the management of G1 personnel dispersed throughout the State. Tasked as the J1 Joint Operations Center Operations Officer in support of Defense Support To Civilian Authorities (DSCA) response efforts and serve as a primary member of the Adaptive Battle Staff, assisting in the development of Joint Planning, Operations, and Sustainment guidance. Represent the G1 as a contributing member

of the FLARNG Shifting Sands Working Group and also serve as the G1 lead for Statewide Mobilization Synchronization (MOBSYNCH) initiatives.

G1 Actions Branch Chief, St Augustine, FL 32084

02/2020 – 08/2020

Florida Army National Guard, provides guidance, support, training, and policy information in the execution of Personnel Actions and Personnel Systems. Conduct Soldier Readiness Processing for mobilizing units. Monitor and update Soldier personnel data thru various Human Resource programs. Coordinate Personnel Management with subordinate MSC S1 staffs. Coordinate TAG requirements for General Officer Federal Recognition Boards. Provide advice and assistance to senior leadership of the FLARNG on the reintegration of Soldiers and a variety of military personnel matters. Assigned as the G1 Mobilization Support Officer, assisting deploying units with achieving varying Personnel Mobilization metrics prior to deployment. Tasked as the J1 Joint Operations Center Operations Officer in support of Defense Support To Civilian Authorities (DSCA) response efforts and serve as a primary member of the Adaptive Battle Staff, assisting in the development of Joint Planning, Operations, and Sustainment guidance. Represent the G1 as a contributing member of the FLARNG Shifting Sands Working Group.

G1 Support Services Branch Chief, St Augustine, FL 32084

02/2019 – 01/2020

Florida Army National Guard, serve as an assistant Program Manager, executing various sub-programs within fiscal resourcing guidance. Responsible for integrating and synchronizing various support service program initiatives to enhance Mobilization Readiness throughout the FLARNG that include, but are not limited to, Family Programs, Family Assistant Centers, Family Readiness Support Assistants, Child and Youth Program, Survivor Outreach Services, Citizen Soldier for Life, Florida Transition Assistance Advisors, Florida Employer Support Program, and Employer Support of the Guard and Reserves. Assigned as the G1 Mobilization Support Officer, assisting deploying units with achieving varying Personnel Mobilization metrics prior to deployment. Tasked as the J1 Joint Operations Center Operations Officer in support of Defense Support To Civilian Authorities (DSCA) response efforts and serve as a primary member of the Adaptive Battle Staff, assisting in the development of Joint Planning, Operations, and Sustainment guidance.

Brigade Operations Officer, Tallahassee, FL 32311

06/2016 – 01/2019

83rd Troop Command, responsible for all matters concerning Training, Plans and Operations, as well as Force Development and Modernization; integrating and synchronizing the operation as a whole for the commander across a Major Subordinate Command that includes 1947 Soldiers within the Florida Army National Guard's most dynamic formations; Aviation, Special Forces, Civil Support Teams, Public Affairs, Engineers, and Signal. Ensure proper synchronization across the planning horizons in current operations integration, future operations, and plans integrating cells; authenticating and publishing all plans and orders for the commander. Training responsibilities include, but are not limited to, developing Mission Essential Tasks List (METL) focused training within the command, developing Defense Support to Civil Authorities (DSCA) focused training within the command, determining requirement for and allocation of training resources, identifying and filling quotas for external schools, maintaining unit readiness for each subordinate Battalion and/or Direct Reporting Unit within the command, and compiling training records and reports. Serve as the Commander's representative or liaison with agencies both internal and external to the Florida Army National Guard; with engagements that have included, but not limited to, the State of Florida Governor's Office, the Florida Department of Military Affairs, the Florida National Guard Command Action Group, United States Southern Command, United States Army North, United States Army South, National Guard Bureau, the Federal Bureau of Investigations, the State of Florida Emergency Operations Center, the Florida Department of Law Enforcement, State Emergency Response Team Regions 1 and 2 County Managers, Florida Army National Guard Directorates, Florida National Guard Director of Staff Air, and various Florida National Guard Major Subordinate Commands (Army and Air).

Battalion Operations Officer/AO, Tallahassee, FL 32311

02/2014 – 05/2016

779th Engineer Battalion, synchronized the battalion Full-Time Staff, responsible for directly supporting a Vertical Const, Horizontal Const, Combat Engineer, Field Support, and HQ's Company, as well as 3 DET's, with a combined authorized strength of over 600 Soldiers. Responsible for the overall combat readiness and effectiveness of the BN and its ability to successfully deploy in support

of Defense Support to Civil Authorities as well as ongoing contingency operations, while keeping within the desired endstate of the higher Command, the State, and other war trace higher HQ's elements. Primary staff officer responsible for the overall supervision and responsibility of the Battalion's operational and training readiness. Exercise staff supervision and delegation of responsibilities to include Current Operations, Future Operations, Engineer Operations, DMOSQ Maintenance, Officer and Non-Commissioned Officer Education Management, Unit Status Reporting, Operational Budget Management, Battalion Level Emergency Operation Center Liaison for Emergency Support Function 13, and Task Force Engineer Battalion Operations Officer.

Company Commander, Live Oak, FL 32064

08/2011 – 01/2014

868th Engineer Company, responsible for a company with an authorized strength of 157 Soldiers, as well as three task organized engineer teams (269 EN TM, 669 EN TM, and 689 EN TM) with an additional combined strength of 61 Soldiers. Developed and implemented an effective METL driven training plan that addressed all aspects horizontal construction operations, providing a unit that was consistently postured to respond to mobilization requirements in support of State and Federal mission requirements. Prepared and implemented policies and procedures for conduct of engineer sustainment support operations. Provided high standards of ethics for the company to adhere to. Provided operational direction and clarity to the officers within the unit to ensure a unified goal was achieved. Supported and executed all plans and orders as directed by higher.

Battalion Administration Officer (S1), Tallahassee, FL 32311

10/2006 – 07/2011

779th Engineer Battalion, primary staff officer responsible for the overall supervision and responsibility of the battalion's personnel and administrative systems. Exercised staff supervision over an S1 section of 13 assigned Soldiers and delegated responsibilities to include Personnel Accounting and Strength Reporting, Officer and Enlisted promotions, Officer and Enlisted evaluations, Awards, OMPF Management, LOD processing, MEDPROS screening, and Incentive/Retention Management. During the Battalion's deployment in support of OIF 2009/2010, selected to lead a training and partnership team of 12 Soldiers to strengthen deficiencies within the 2nd Iraqi Field Engineer Regiment's engineering Tactics, Techniques, and Procedures by developing a sustainable and realistic training plan with Iraqi partners. Advised the 2nd Iraqi Field Engineer Regiment Commander on initiatives and approaches that would best align themselves with US mission lines of effort (Partnership, Assured Mobility, and General Engineering) within the Nineveh Province.

Education:

MILITARY

National Guard Professional Education Center – Recruiting Pre-Command Course
Fort Leavenworth – Advanced Operations Course – Command and General Staff Officer Course
Fort Leavenworth – Intermediate Leaders Education – Command and General Staff Officer Course
Fort Leonard Wood – Captains Career Course (RC) – Corps of Engineers
Fort Jackson Training Support Battalion – Officer Basic Course – Adjutant General Corps
Florida State University – Army ROTC – Military Science
Fort Leonard Wood – Vehicle Operator – Additional Skill Identifier
Fort Lee – Petroleum Supply Specialist – Advanced Individual Training
Fort Jackson – Basic Combat Training

Civilian

Florida State University - Bachelors of Arts – International Affairs
Tallahassee Community College – Associate of Arts – General Studies
N.B. Forrest High School – General Studies

Professional Certifications:

IPPS-A HR Professional
IPPS-A HR Pro Plus

IPPS-A Special Population
IPPS-A HR System Admin
NGB Technician Personnel Management Course
Fiscal Law Course
Joint Task Force Staff Training Course
ARNG GI Bill Manager Course
ARNG Education Services Officer Course
G-400 Advanced ICS Command and General Staff: Complex Incidents
G-300 Intermediate ICS for Expanding Incidents
IS907 Active Shooter: What You Can Do
IS800 National Response Framework, An Introduction
IS700 National Incident Management System (NIMS) An Introduction
IS200 ICS for Single Resources and Initial Action Incident
IS100 Introduction to Incident Command System
CLC011 Contracting for the Rest of Us
CLC106 Contracting Officer Representative with a Mission
CLC 222 Contracting Officers Representative Course
CLM003 Overview of Acquisition Ethics
CLM024 Contracting Overview
Officer in Charge Course (HRR-030)
Improvised Explosive Device Awareness Course
Combat Lifesaver Course
JPAS Management Course
SARC and VA Course
Commander's Safety Course

Military Campaigns:

Operation Iraqi Freedom, COS Marez, Mosul, Iraq **2009 – 2010**
Led a 12 Soldier embedded training and partnership team and established a training plan to strengthen deficiencies in the 2nd Iraqi Army (2IA) Field Engineer Regiment's (FER) engineering tactics, techniques, and procedures. Advised the 2nd IA FER commander in the support of U.S. mission lines of effort; Partnership, Assured Mobility, and General Engineering.

Military Decorations:

Bronze Star Medal – 1
Meritorious Service Medal – 2
Army Commendation Medal – 3
Army Achievement Medal – 3
Iraqi Campaign Medal – 1
Global War on Terror Service Medal – 1
Armed Forces Service Medal - 1
Humanitarian Service Medal – 1
Florida Distinguished Service Medal – 1
Florida Commendation Medal – 1
Florida Meritorious Service Ribbon – 1

Professional References:

Available upon request.

Tab 6

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously designated Jim Alexander as an Assistant Secretary pursuant to Resolution 2023-01; and

WHEREAS, the Board now desires to re-designate the Assistant Secretary.

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

Section 1. _____
is hereby appointed as Assistant Secretary.

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

PASSED AND ADOPTED THIS 1st DAY OF MAY, 2024.

**THE SOUTHAVEN COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 7

Financial Report

Year Ended September 30, 2023

**Southaven Community
Development District**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Southaven Community Development District

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and each major fund of *Southaven Community Development District* (the "District"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 27, 2024, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions on laws, regulations, contracts, agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

McDermitt Davis

Orlando, Florida
March 27, 2024

Our discussion and analysis of *Southaven Community Development District*, St. Johns County, Florida's (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2023 by \$9,354,628 a decrease in net position of \$413,309 in comparison with the prior year.
- At September 30, 2023, the District's governmental funds reported fund balances of \$826,008, an increase of \$68,428 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to *Southaven Community Development District's* financial statements. The District's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government, physical environment, public safety, and parks and recreation related functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Governmental Funds

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Southaven Community Development District
Management's Discussion and Analysis

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

Statement of Net Position

The District's net position was \$9,354,628 at September 30, 2023. The analysis that follows focuses on the net position of the District's governmental activities.

	September 30, 2023	September 30, 2022
Assets, excluding capital assets	\$ 853,156	\$ 791,882
Capital assets, net of depreciation	14,916,788	15,561,182
Total assets	15,769,944	16,353,064
Liabilities, excluding long-term liabilities	185,545	196,529
Long-term liabilities	6,229,771	6,388,598
Total liabilities	6,415,316	6,585,127
Net Position:		
Net investment in capital assets	8,687,017	9,172,584
Restricted for debt service	477,462	424,167
Restricted for capital projects	8,274	5,081
Unrestricted	181,875	166,105
Total net position	\$ 9,354,628	\$ 9,767,937

The following is a summary of the District's governmental activities for the fiscal years ended September 30, 2023 and 2022.

	<u>2023</u>	<u>2022</u>
Revenues:		
Program revenues	\$ 1,383,239	1,419,572
General revenues	16,355	11,173
Total revenues	<u>1,399,594</u>	<u>1,430,745</u>
Expenses:		
General government	96,943	95,514
Maintenance and operations	999,566	396,401
Public safety	59,577	65,421
Parks and recreation	270,905	221,786
Interest on long-term debt	385,912	398,593
Total expenses	<u>1,812,903</u>	<u>1,177,715</u>
Change in net position	(413,309)	253,030
Net position, beginning	9,767,937	9,514,907
Net position, ending	<u>\$ 9,354,628</u>	<u>\$ 9,767,937</u>

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2023 was \$1,812,903. The majority of these costs are interest on long-term debt and maintenance and operations.

Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$826,008. Of this total, \$41,210 is non-spendable, \$644,133 is restricted, and the remainder of \$140,665 is unassigned.

The general fund balance increased by \$15,770 due to revenues exceeding expenditures. The debt service fund increased by \$49,465 because of increased revenues. The capital projects fund balance did not change significantly.

General Fund Budgetary Highlights

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown on page 12. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control is at the fund level.

Capital Asset and Debt Administration

Capital Assets

At September 30, 2023, the District had \$14,916,788 invested in infrastructure. More detailed information about the District's capital assets is presented in the notes to financial statements.

Capital Debt

At September 30, 2023, the District had \$6,255,000 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to financial statements.

Requests for Information

If you have questions about this report or need additional financial information, contact *Southaven Community Development District's* Accounting Department at 3434 Colwell Ave., Suite 200, Tampa, Florida 33614.

FINANCIAL STATEMENTS

Southaven Community Development District
Statement of Net Position
September 30, 2023

	<u>Governmental Activities</u>
Assets:	
Cash	\$ 167,813
Prepaid costs	37,742
Deposits	3,468
Restricted Assets:	
Temporarily restricted investments	644,133
Capital Assets:	
Capital assets not being depreciated	1,777,164
Capital assets being depreciated, net	<u>13,139,624</u>
Total assets	<u><u>15,769,944</u></u>
 Liabilities:	
Accounts payable and accrued expenses	27,148
Accrued interest payable	158,397
Noncurrent Liabilities:	
Due within one year	145,000
Due in more than one year	<u>6,084,771</u>
Total liabilities	<u><u>6,415,316</u></u>
 Net Position:	
Net investment in capital assets	8,687,017
Restricted for debt service	477,462
Restricted for capital projects	8,274
Unrestricted	<u>181,875</u>
Total net position	<u><u>\$ 9,354,628</u></u>

Southaven Community Development District
Statement of Activities
Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenue		Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions		
Governmental Activities:					
General government	\$ 96,943	\$ 53,126	\$ -	\$ -	\$ (43,817)
Maintenance and operations	999,566	547,777	-	-	(451,789)
Public safety	59,577	32,649	-	-	(26,928)
Parks and recreation	270,905	148,460	-	-	(122,445)
Interest on long-term debt	385,912	576,685	24,254	288	215,315
Total governmental activities	\$ 1,812,903	\$ 1,358,697	\$ 24,254	\$ 288	(429,664)
General Revenues:					
					Miscellaneous
					16,355
					Total general revenues
					16,355
					Change in net position
					(413,309)
					Net position, beginning
					9,767,937
					Net position, ending
					\$ 9,354,628

Southaven Community Development District
Balance Sheet - Governmental Funds
September 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Assets:				
Cash	\$ 167,813	\$ -	\$ -	\$ 167,813
Investments	-	635,859	8,274	644,133
Prepaid costs	37,742	-	-	37,742
Deposits	3,468	-	-	3,468
Total assets	<u>\$ 209,023</u>	<u>\$ 635,859</u>	<u>\$ 8,274</u>	<u>\$ 853,156</u>
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable and accrued expenses	\$ 27,148	\$ -	\$ -	\$ 27,148
Total liabilities	<u>27,148</u>	<u>-</u>	<u>-</u>	<u>27,148</u>
Fund Balances:				
Nonspendable	41,210	-	-	41,210
Restricted for:				
Debt service	-	635,859	-	635,859
Capital projects	-	-	8,274	8,274
Unassigned	140,665	-	-	140,665
Total fund balances	<u>181,875</u>	<u>635,859</u>	<u>8,274</u>	<u>826,008</u>
Total liabilities and fund balances	<u>\$ 209,023</u>	<u>\$ 635,859</u>	<u>\$ 8,274</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital Assets used in Governmental Activities are not financial resources and therefore are not reported in the funds. 14,916,788

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.

Accrued interest payable	(158,397)	
Bonds payable	<u>(6,229,771)</u>	<u>(6,388,168)</u>
Net Position of Governmental Activities		<u>\$ 9,354,628</u>

Southaven Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Revenues				
Assessment revenue	\$ 782,012	\$ 537,347	\$ -	\$ 1,319,359
Special assessments, prepayments	-	39,338	-	39,338
Investment & miscellaneous income	16,355	24,254	288	40,897
Total revenues	<u>798,367</u>	<u>600,939</u>	<u>288</u>	<u>1,399,594</u>
Expenditures				
Current:				
General government	96,943	-	-	96,943
Public safety	59,577	-	-	59,577
Maintenance and operations	369,182	-	-	369,182
Parks and recreation	256,895	-	-	256,895
Debt Service:				
Interest	-	388,569	-	388,569
Principal	-	160,000	-	160,000
Total expenditures	<u>782,597</u>	<u>548,569</u>	<u>-</u>	<u>1,331,166</u>
Excess (Deficit) of Revenues Over Expenditures	<u>15,770</u>	<u>52,370</u>	<u>288</u>	<u>68,428</u>
Other Financing Sources (uses):				
Transfers in	-	-	2,905	2,905
Transfers out	-	(2,905)	-	(2,905)
Total other financing sources (uses)	<u>-</u>	<u>(2,905)</u>	<u>2,905</u>	<u>-</u>
Net change in fund balances	<u>15,770</u>	<u>49,465</u>	<u>3,193</u>	<u>68,428</u>
Fund balances, beginning of year	<u>166,105</u>	<u>586,394</u>	<u>5,081</u>	<u>757,580</u>
Fund balances, end of year	<u><u>\$ 181,875</u></u>	<u><u>\$ 635,859</u></u>	<u><u>\$ 8,274</u></u>	<u><u>\$ 826,008</u></u>

Southaven Community Development District
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of
 Governmental Funds to the Statements of Activities**
 Year Ended September 30, 2023

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net Change in Fund Balances - total governmental funds \$ 68,428

Governmental Funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.

Capital outlay	20,860	
Depreciation expense	<u>(665,254)</u>	(644,394)

Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position. 160,000

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	3,830	
Amortization of bond discount	<u>(1,173)</u>	<u>2,657</u>

Change in Net Position of Governmental Activities \$ (413,309)

Southaven Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - General Fund
Year Ended September 30, 2023

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Assessment revenue	\$ 770,132	\$ 770,132	\$ 782,012	\$ 11,880
Investment & miscellaneous income	12,000	12,000	16,355	4,355
Total revenues	<u>782,132</u>	<u>782,132</u>	<u>798,367</u>	<u>16,235</u>
Expenditures				
Current:				
General government	95,443	105,443	96,943	8,500
Public safety	64,123	64,123	59,577	4,546
Maintenance and operations	333,682	383,182	369,182	14,000
Parks and recreation	263,884	273,784	256,895	16,889
Capital outlay	25,000	25,000	-	25,000
Total expenditures	<u>782,132</u>	<u>851,532</u>	<u>782,597</u>	<u>68,935</u>
Net change in fund balance	-	(69,400)	15,770	85,170
Fund balance, beginning	166,105	166,105	166,105	-
Fund balance, ending	<u>\$ 166,105</u>	<u>\$ 96,705</u>	<u>\$ 181,875</u>	<u>\$ 85,170</u>

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Southaven Community Development District, (the "District") was established on May 13, 2014 by St. Johns County Ordinance 2014-22 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. Ownership of land within the District entitles the owner to one vote per acre. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has final responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39, and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

Government-Wide and Fund Financial Statements

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) grants, contributions and investment earnings that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for Developer receivables for retainage, which are collected from the Developer when the amount is due to the contractor. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance special assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund - Is the District's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund.

Debt Service Fund - Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Project Fund - Accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Restricted Assets

These assets represent cash and investments set aside pursuant to bond covenants.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

Prepaid Items

Inventory and prepaid items are recorded as expenditures when consumed rather than when purchased in both government-wide and fund financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and Other Structures	30
Stormwater	25
Roads	20
Recreation	20
Improvements	15
Equipment	5

Long Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are reported as expenses. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2023.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2023.

Net Position Flow Assumption

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance Flow Assumptions

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

New Accounting Standards Issued

In fiscal year 2023, the District has not implemented any new accounting standards with a material effect on the District's financial statements.

NOTE 2 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. All budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

NOTE 3 DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The District has the following recurring fair value measurements as of September 30, 2023:

- Goldman Sachs Government Fund of \$644,133 are valued using Level 2 inputs.

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include, but are not limited to:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury.

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments made by the District at September 30, 2023 are summarized below. In accordance with GASB 31, investments are reported at fair value.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
Goldman Sachs Government Fund	\$ <u>644,133</u>	AAAm	35 days

Credit Risk:

For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating. Investment ratings by investment type are included in the preceding summary of investments.

Custodial Credit Risk:

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2023, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2023, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk:

The District places no limit on the amount the District may invest in any one issuer.

Interest Rate Risk:

The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

NOTE 4 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
Governmental Activities:				
Capital assets not being depreciated:				
Improvements under construction	\$ 13,861,047	\$ -	\$ (12,083,883)	\$ 1,777,164
Total capital assets not being depreciated	<u>13,861,047</u>	<u>-</u>	<u>(12,083,883)</u>	<u>1,777,164</u>
Capital assets being depreciated:				
Building	2,100,000	-	-	2,100,000
Roads	-	4,655,656	-	4,655,656
Stormwater	-	5,007,124	-	5,007,124
Recreation	-	280,208	-	280,208
Equipment	21,453	-	-	21,453
Improvements	-	2,161,755	-	2,161,755
Total capital assets being depreciated	<u>2,121,453</u>	<u>12,104,743</u>	<u>-</u>	<u>14,226,196</u>
Less accumulated depreciation for:				
Building	(414,167)	(70,000)	-	(484,167)
Roads	-	(232,783)	-	(232,783)
Stormwater	-	(200,285)	-	(200,285)
Recreation	-	(14,010)	-	(14,010)
Equipment	(7,151)	(4,291)	-	(11,442)
Improvements	-	(143,885)	-	(143,885)
Total accumulated depreciation	<u>(421,318)</u>	<u>(665,254)</u>	<u>-</u>	<u>(1,086,572)</u>
Total capital assets being depreciated, net	<u>1,700,135</u>	<u>11,439,489</u>	<u>-</u>	<u>13,139,624</u>
Governmental activities capital assets, net	<u>\$ 15,561,182</u>	<u>\$ 11,439,489</u>	<u>\$ (12,083,883)</u>	<u>\$ 14,916,788</u>

Depreciation expense of \$651,244 was charged to physical environment, and \$14,010 was charged to culture and recreation.

Total projected cost of the infrastructure improvements has been estimated at approximately \$19 million, which will be funded with Developer contributions and additional bond issues.

NOTE 5 LONG-TERM LIABILITIES

Series 2015 Special Assessment Bonds- Direct Borrowing

In March 2015, the District issued \$7,555,000 of Special Assessment Bonds, Series 2015. The Bonds consist of \$4,035,000 Series 2015A-1 (\$1,855,000 Term Bonds due May 1, 2035 with a fixed interest rate of 5.95% and \$2,180,000 Term Bonds due May 1, 2045 with a fixed interest rate of 6.0%) and \$3,520,000, Series 2015A-2 Term Bonds due May 1, 2045 with a fixed interest rate of 5.9%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2016 through May 1, 2045.

The Series 2015 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture. In the event of default, all principal and interest of the Bonds will become immediately due and payable.

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2023.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2015 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2023, total principal and interest remaining on the Series 2015 Special Assessment Bonds was \$4,542,690. For the fiscal year ended September 30, 2023, principal and interest paid was \$228,625 and special assessment revenue pledged was \$265,156.

Series 2016 Special Assessment Bonds- Direct Borrowing

In November 2016, the District issued \$6,925,000 of Special Assessment Bonds, Series 2016. The Bonds consist of \$4,515,000 Series 2016A-1 (\$250,000 Term Bonds due May 1, 2021 with a fixed interest rate of 4.50%, \$400,000 Term Bonds due May 1, 2026 with a fixed interest rate of 5.35%, \$1,245,000 Term Bond due May 1, 2036 with a fixed interest rate of 6.1%, and \$2,620,000 Term Bonds due May 1, 2047 with a fixed interest rate of 6.25%) and \$2,410,000, Series 2016A-2 Term Bonds due November 1, 2023 with a fixed interest rate of 6.25%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2018 through May 1, 2047.

The Series 2016 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture. In the event of default, all principal and interest of the Bonds will become immediately due and payable.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2023.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2016 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2023, total principal and interest remaining on the Series 2016 Special Assessment Bonds was \$7,170,310. For the fiscal year ended September 30, 2023, principal and interest paid was \$319,944 and special assessment revenue pledged was \$311,529.

Long-term liability activity for the year ended September 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental Activities:					
Bonds Payable:					
Series 2015	\$ 2,655,000	\$ -	\$ (70,000)	\$ 2,585,000	\$ 75,000
Less: Discount	(26,402)	-	1,173	(25,229)	-
Series 2016	<u>3,760,000</u>	-	<u>(90,000)</u>	<u>3,670,000</u>	<u>70,000</u>
Governmental activity long-term liabilities	<u>\$ 6,388,598</u>	<u>\$ -</u>	<u>\$ (158,827)</u>	<u>\$ 6,229,771</u>	<u>\$ 145,000</u>

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

At September 30, 2023, the scheduled debt service requirements on the bonds payable were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2024	\$ 145,000	\$ 380,153
2025	155,000	371,946
2026	165,000	363,173
2027	170,000	353,835
2028	185,000	343,600
2029-2033	1,105,000	1,537,028
2034-2038	1,315,000	1,170,679
2039-2043	1,645,000	739,775
2044-2047	1,370,000	197,811
	<u>\$ 6,255,000</u>	<u>\$ 5,458,000</u>

NOTE 6 MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreements, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

NOTE 7 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. Settled claims from these risks have not exceeded commercial insurance coverage during the last three years.

COMPLIANCE SECTION



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Southaven Community Development District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of *Southaven Community Development District* (the "District") as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 27, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDermitt Davis

Orlando, Florida
March 27, 2024

MANAGEMENT LETTER

Board of Supervisors
Southaven Community Development District

Report on the Audit of the Financial Statements

We have audited the financial statements of *Southaven Community Development District*, (the "District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 27, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 27, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to financial statements. This information has been disclosed in the notes to financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information (Unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District reported:

- a. The total number of District employees compensated in the last pay period of the District fiscal year as none.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's financial year as 1.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as none.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$106,321.

- e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as none.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final budget under Section 189.016(6), Florida Statutes, see page 12.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District as the following:

Lot size	O&M Assessment	Debt Service Assessment
Single Family 58'	\$ 2,236.82	\$ 1,080.00
Single Family 63'	2,257.87	1,080.00
Single Family 73'	2,297.64	1,080.00
Single Family 83'	2,337.40	2,100.00
Single Family 93'	2,377.17	2,100.00

- b. The total amount of special assessments collected by or on behalf of the District as \$1,319,359.
- c. The total amount of outstanding bonds issued by the District and the terms of such bonds as disclosed in the notes to financial statements.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, the Board of Supervisors, and is not intended to be and should not be used by anyone other than these specified parties.

McDiarmid Davis

Orlando, Florida
March 27, 2024



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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors
Southaven Community Development District

We have examined *Southaven Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2023. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards issued by the Comptroller General of the United States*, and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

McDermitt Davis

Orlando, Florida
March 27, 2024

Tab 8

Southaven CDD

(URL: <http://www.southavencdd.org/>) Website Type: Medium

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
Jan 1 st , 2024	1.0	New Proposal	VB Joshi, Kristen T
April 2 nd , 2024	2.0	Updated Pricing	VB Joshi



VGlobalTech's Industry Leading ADA & WCAG Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 200 ADA & WCAG compliant websites created (...and counting) to-date!

Visit <https://vglobaltech.com/website-compliance/> for details.

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Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

3.1 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc.). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. Update turnaround time – less than 24 hrs. from customer sending the content and documents to be updated to VGT team.
2.	PDF Documents conversion (to Text, HTML etc.) as needed (new documents during the maintenance year only) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents you can convert per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal – Every Quarter – Included in this cost
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	Total Monthly Maintenance with full content upload, document conversion and Hosting: \$175 / month *Monthly maintenance must be paid before the 10 th of every month

Digital Asset Technical Compliance Seal

(Included in the Monthly Maintenance Cost on previous page):



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech’s technical design & development team is fully aware of the Americans with Disability Act (**ADA**), Web Content Accessibility Guidelines (**WCAG**), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

VGlobalTech’s Golden ADA Compliance Seal is industry leading and proudly displayed on only ADA & WCAG Complaint Site that we maintain. VGlobalTech maintained and audited sites have had ZERO legal / litigation issues in the past 15 years. We are absolutely proud of our work and will stand by the quality service we provide.

**Compliance seal shall be updated and issued only after successful auditing by VGlobalTech and its authorized partners. No replication of the seal or content is permissible by any outside parties. The seal needs to be removed immediately if the contract with the customer is terminated for any reason by either party involved in the contract.*

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Signatures:

For Customer *Date*

VB Joshi

For VGlobalTech *Date*

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



Tab 9

AGREEMENT BETWEEN SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT AND YURO AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2024, by and between:

Southaven Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

Yuro and Associates, Inc., a Florida corporation, with a mailing address of 145 Hidden Road, Unit 108, Ponte Vedra, Florida 32801 (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services for the District, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the Board.
 - 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 - 3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 - 4. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractors' pay estimates.
 - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - 4. Final inspection and requested certificates for construction, including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."

6. Any other activity related to construction as authorized by the Board.

- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set for in **Exhibit A** hereto (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis. Engineer's time and expenses associated with the retention and coordination of special consultants shall be paid by the District.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not. The District shall have all rights to use any and all

Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used in whole without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 12. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within ten (10) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within ten (10) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 17. INDEMNIFICATION.

- A. The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "Indemnitees"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.
- B. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

ARTICLE 18. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of

the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 20. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be St. Johns County, Florida.

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Engineer:** Yuro and Associates, Inc.
145 Hidden Road, Unit 108
Ponte Vedra, Florida 32801
Attn: Michael J. Yuro

- B. If to District:** Southaven Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

ARTICLE 22. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Melissa Dobbins** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats (latest editions).

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, MDOBBINS@RIZZETTA.COM, OR 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

ARTICLE 23. NO THIRD PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 26. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 29. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 32. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 34. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such

counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 35. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT. Engineer certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**SOUTHAVEN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

YURO AND ASSOCIATES, INC.
a Florida corporation

Witness

By: Michael J. Yuro
Its: President

EXHIBIT A: Form of Work Authorization

EXHIBIT B: Rate Schedule

Exhibit A
Form of Work Authorization

_____, 20____

Southaven Community Development District
St. Johns County, Florida

Subject: **Work Authorization Number** ____
 Southaven Community Development District

Dear Chairperson, Board of Supervisors:

Yuro and Associates, Inc. (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Southaven Community Development District (the “District”). We will provide these services pursuant to our current agreement dated _____, 2024 (“Engineering Agreement”) as follows:

I. Scope of Work

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Yuro and Associates, Inc. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Southaven Community
Development District

Date: _____, 20____

Exhibit B

Rate Schedule



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

Yuro & Associates, LLC
FY 2024 Fee Schedule

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal (<i>Professional Engineer</i>).....	\$ 185.00
Project Manager (<i>Professional Engineer</i>).....	\$ 165.00
Engineer (<i>EIT</i>).....	\$ 135.00
Designer / Draftsman	\$ 125.00
Construction Manager / Inspector.....	\$ 115.00
Administrative.....	\$ 75.00

REIMBURSABLE EXPENSES:

- Paper Copies:
 - 8 ½” x 11” B&W - \$0.20 each
 - 8 ½” x 11” Color - \$0.35 each
 - 11” x 17” B&W - \$0.40 each
 - 11” x 17” Color - \$0.70 each
- Binding: \$5.00 per document
- The following items will be billed at cost plus 10%
 - 24” x36” Plots (Color and B&W)
 - Travel & Hotel Expenses
 - Shipping and delivery
- Mileage charged at current IRS rates



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

2024 ANNUAL ENGINEER'S REPORT

For the
Southaven CDD
St Johns County, FL

Yuro & Associates will prepare the Annual Engineers Report in general compliance with Section 9.21 of the Master Trust Indenture for the Southaven CDD.


This effort will include a physical site inspection of all District Owned elements, including Security Gate, Gate House, Amenity Center, Playground Areas, Entry Features, Decorative Wall, Berms & Landscaping, Roads, Pocket Parks & Stormwater Facilities. We will also coordinate with staff as necessary and will draft the 2024 Annual Engineers Report and provide a signed & sealed copy to the District for your records.

We propose to complete the above referenced scope of work for a **lump sum fee of \$1,850⁰⁰**

Accepted By:

Date

Turnbull Creek CDD

 4/22/2024

Date

Michael J. Yuro, P.E.
Yuro & Associates, LLC

Tab 10



Quality Site Assessment

Prepared for: Southaven CDD

General Information

- DATE:** Friday, Apr 19, 2024
- NEXT QSA DATE:** Monday, Jul 22, 2024
- CLIENT ATTENDEES:** Lisa Licata
- BRIGHTVIEW ATTENDEES:** Jason Dimsdale

Customer Focus Areas

Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1</p> <p>Site Cleanliness</p>	 <p>2</p> <p>Weed Free</p>	 <p>3</p> <p>Green Turf</p>
	 <p>4</p> <p>Crisp Edges</p>	 <p>5</p> <p>Spectacular Flowers</p>	 <p>6</p> <p>Uniformly Mulched Beds</p>

QUALITY SITE ASSESSMENT

Southaven CDD

Maintenance Items



1 Dog park is being treated for weeds and looks good.

2 Edging is being done on rotation giving curbs a nice crisp look.

3 Pine tree growing in potocarpus was removed while onsite.

4 Wax Myrtle at pocket park close to dog park was trimmed and looks nice and uniform.

Maintenance Items



5 Viburnum on Haas was trimmed and looks uniform.

6 Trees in front of manor house have been lifted.

7 Wax Myrtle needs to be trimmed by dog park.

8 Viburnum around meter box by dog park needs to be trimmed.

QUALITY SITE ASSESSMENT

Southaven CDD

Maintenance Items



9 Crack weeds throughout property will have crew address this on next visit.

10 Weeds need to be treated in grass beds by dog park. Will have the crew spray this on next visit.

11 Tree suckers growing in and grass beds in front of manor house on Renwick. Will have the crew address this next week.

12 Weeds need to be treated in islands throughout property.

Maintenance Items



13 Weeds on east side of the Manor house throughout the Spartina beds have been knocked down and treated.

14 Dead weeds to be removed from ground cover shrubs in pool area. Will have the crew address this.

15 Turf is being maintained at proper height.

16 Minor debris scattered throughout property. Will have crew pay more attention moving forward.

Recommendations for Property Enhancements



- 1** Indian Hawthorne are failing at Pocket park on Renwick by the dog park. Will follow up with proposal to replace.

QUALITY SITE ASSESSMENT

Southaven CDD

Notes to Owner / Client



- 1** Turf weeds starting to get out of control. We are currently working with the chem vendor to have this resolved.
- 2** Wax Myrtle on Renwick pocket park was trimmed everywhere except one spot where homeowner requested us not to trim them. Lisa was notified about this.
- 3** Spring annuals have been installed and look healthy
- 4** Mulch is currently being installed.

Notes to Owner / Client



5

5 New turf has been installed at front entrance recently and looks to be taking well.

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 - Manor plant replacement
Project Description Enhancement

Scope of Work

We propose replace Purple Crinum Lily with & 7 gal Orange Birds of Paradise as Crinums get constantly infested with grasshoppers

QTY	UoM/Size	Material/Description	Total
Manor- Purple Crinum replacement			\$1,532.52
1.00	LUMP SUM	Mobilization and labor to remove and dispose of plant material. plant delivery included	
7.00	EACH	Birds of paradise (orange)- 7 gal plants installed	
1.00	LUMP SUM	Plant delivery	
1.00	LUMP SUM	Irrigation modifications and adjustments	

For internal use only

SO# 8327269
JOB# 460800009
Service Line 130

Total Price \$1,532.52

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	April 22, 2024	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Steve McAvoy	April 22, 2024	
Printed Name	Date	

Job #:	46080009		
SO #:	8327269	Proposed Price:	\$1,532.52

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- repair washouts behind Manor along ornamental grass beds
Project Description enhancement

Scope of Work

We propose to fill washout areas with 57 stone, install creek rounds along bed edge and around drain SW of court areas, and bring turf edge to grade and install sod if needed.

QTY	UoM/Size	Material/Description	Total
Washout repair			\$2,244.65
1.00	LUMP SUM	Mobilization and labor to repair washouts located behind Manor.	
2.00	YARD	57 stone	
1.00	TON	creek rounds	
1.00	LUMP SUM	Stone Delivery Fee	

Images

Drain



washout 2



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5811 County Rd 305, Elkton, FL 32033 ph. fax

Proposal for Extra Work at Southaven CDD

washout 1



washout 4



Other

washout 3



For internal use only

SO# 8327878
JOB# 460800009
Service Line 130

Total Price

\$2,244.65

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5811 County Rd 305, Elkton, FL 32033 ph. fax

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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.
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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.
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Customer

		Facility Manager
Signature	Title	
Lisa Licata	April 22, 2024	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Steve McAvoy	April 22, 2024	
Printed Name	Date	

Job #:	46080009		
SO #:	8327878	Proposed Price:	\$2,244.65

Tab 11



*General Manager Report
Southaven CDD Meeting
May 1st, 2024*

Date of Report: May 1st, 2024

Submitted by: Lisa Licata

- **Amenity Center**
 - Revenue (see report)
 - Sidewalk removal request 176 Haas Ave(board action)
 - Update on Orange Conduit
 - LED Arm for Resident side (board action)
 - New Sunbelt reflector pole (board action)
 - Urinal update (board action)
 - Dumbbells for the gym (board action)
 - Sign-Up Genius for the courts (discussion, possible action)
 - Paint caps update (board action)
 - Boarders at Mailbox areas for mulch wash out(board action)
 - Car show as an event(board action)
 - CDD Letter for ARC about dumping dirt in the roads(discussion, possible action)
 - Leg Press Machine for the Gym(board action)





Field Ops Report Southaven CDD

Date Submitted: May 1st, 2024 Submitted by: Lisa Licata



Added the approved sign to the resident barrier arm.



Finished pressure washing around the Manor house.

Markland



Cleaned and touched up the front columns.



Steam cleaned the carpet and surrounding tile in the Social Room.



Steamed cleaned the card room and manager's office.

Markland



Put a new lock on the playground gate.

Changed 6 lights out in the gym.

Added decorative stones to the barrier arms bases out front.

Changed the Stennar Pump on the chlorine controller.

Constant maintenance of Manor house and surrounding areas.

Lake Management Report

Job: Markland (Southhaven CDD)

Date: 3-13-24

Technician: J Lamach

Equipment: Skiff

Weather: Mostly Cloudy

Lake ID:

1. Algae



2. Algae



Quote# 3742949 - 1R

Date 22-APR-2024

Bill To

SOUTHAVEN COMMUNITY
DEVELOPMENT DISTRICT
C/O RIZETTA & COMPANY
INC
2806 N 5TH ST
STE 403
SAINT AUGUSTINE, ST
JOHNS
FL 32084-1904
US

Contact:
Cell:
Office:
Email:

Ship To

SOUTHAVEN COMMUNITY
DEVELOPMENT DISTRICT
C/O RIZETTA & COMPANY
INC
2806 N 5TH ST
STE 403
SAINT AUGUSTINE, ST
JOHNS
FL 32084-1904
United States

Contact:
Cell:
Office:
Email:



SALES REPRESENTATIVE

JEFFREY DIBLER
Cell: 410-236-7753
Office:
Email: Jeffrey.Dibler@lifefitness.com

Life Fitness

Corporate Address:

10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:

2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell:
Email:
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	HSLLP HAMMER STRENGTH LINEAR LEG PRESS - Platinum Frame/Black Upholstery/LANG.ENG	1	7,150.00	-2,145.00	5,005.00	5,005.00

Quote#

3742949 - 1R

Date 22-APR-2024

PO Number		Subtotal	
Payment Type		List Price	7,150.00
Payment Terms	NET 30	Adjustment and Surcharge	-2,145.00
Freight Terms		Selling Price	5,005.00
FOB			
		Freight/Fuel/Installation	1,144.02
		Tax	TAXES AS APPLICABLE
		Total(USD)	6,149.02

Notes:

This is a draft quote and not a contract - Subject to management approval

Quote#

3742949 - 1R

Date 22-APR-2024

Shipment Priority:
Requested Delivery Date:

Prices set forth in this Quote are good for 30 days.

Full set of Life Fitness Terms and Conditions <https://www.lifefitness.com/en-us/legal/terms-conditions>

Excerpts from the Life Fitness Terms and Conditions are below:

Key Term	Contract Language
Delivery Delay - Buyer extends Requested Delivery Date by more than 30 days	2. DELIVERY (B): Delays or Product Holds made at Buyer's request or due to Buyer's failure to take requested action ("Buyer's Factors"), as more specifically defined in Section 19, may result in delivery delay fees and/or price adjustments in accordance with Sections 2 and 19. If Buyer seeks to extend the Requested Delivery Date by more than thirty (30) days from the Buyer's original Requested Delivery Date, (i) Buyer will pay LF 50% of the total invoice price for the Products at the time of providing notice to LF of the extended delivery date, with the balance due in accordance with Buyer's previously agreed-upon payment terms with LF, and (ii) Buyer will pay monthly "delivery delay fees" equal to 1% of the total invoice price for the Products, calculated from Buyer's original Requested Delivery Date until Products are delivered. The payment and fees pursuant to sections 2(B)(i) and 2(B)(ii) will not apply if Buyer requests extension of the delivery date at least sixty (60) days prior to the original Requested Delivery Date.
Payment - Late Payment	5. PAYMENT: [Late payment]. . . Payments not made by Buyer on or before the due date shall bear interest at three percent (3%) per month or the maximum rate permitted by law, whichever is less. Such interest shall be in addition to and without limitation of any other rights or remedies which LF may have under this Agreement or at law or in equity. Buyer agrees to pay any attorney's fees and costs incurred by LF in enforcing its rights under this Agreement. . .
Returns	7. RETURNS: Within ten (10) days of delivery, Buyer may contact LF to discuss return options, which may include, at LF's sole discretion, (A) return of new, unused Products for credit; or (B) return of non-stocked or used Products for a fair market repurchase price, as determined by LF, which shall be issued in the form of a product credit. (C) All custom, ("Built-to-Order") Products, which are defined as any Products ordered in optional or custom frame colors, as defined on the [LF Quote and Purchase Order], are final sale and not eligible for return. Approved credits or repurchase prices will not include freight, fuel and installation charges incurred by LF. Authorized returns require a Return Material Authorization (RMA) Number. To obtain an RMA number contact LF at 1.800.735.3867. The returned Product must be returned in its original packaging, as applicable with the RMA number boldly written on the outside of the package. LF assumes no responsibility for damage caused by shipping or improper packaging. Each returned Product is subject to a re-stocking fee of twenty percent (20%) of the Product's purchase price, plus all expenses incurred by LF in connection with facilitating the return, including but not limited to costs related to third party installers, and shipping and handling.
Canceled and Changed orders	8. CANCELED AND CHANGED ORDERS: Orders modified, changed, or canceled by Buyer (including, but not limited to, failure to timely collect or pick up a Will Call Order) within 60 days prior to the Buyer's original Requested Delivery Date or within 90 days prior to the Requested Delivery Date for Built-to-Order Products are subject to a restocking fee of twenty percent (20%) of the Products' purchase price.
Price Adjustment - External Factors	19. PRICE ADJUSTMENT: (A) External Factors - Buyer acknowledges that the Products' price and associated costs and taxes are subject to external factors unknown to LF at the Agreement date ("External Factors"), including, but not limited to: (a) fluctuations in prices for raw materials, fuel, transportation; (b) fluctuations in foreign exchange; (c) changes to applicable law, duties, tariffs and tolls; and (d) Force Majeure Events. LF may notify Buyer of a change to a price caused by an External Factor 30 days after Order is placed, or whatever notice period may be required by applicable law. Buyer may suggest ways for LF to mitigate the External Factor, which LF will consider in good faith. If LF and Buyer cannot agree on the price change caused by an External Factor within 10 business days of notification, LF may at its option: (a) proceed on the basis of the unchanged price; or (b) terminate the Order on 1 business days' prior written notice. . .
Price Adjustment - Requested Delivery Date extended more than nine (9) months from the Order Acknowledgement Date	19. PRICE ADJUSTMENT. . . (B): Buyer's Factors. Buyer acknowledges that if the price and associated costs and taxes increase, and are dependent on Buyer's Factors, which are within the control of Buyer, including: (a) failure or delay to give LF information or instructions; or (b) request by Buyer: (i) to schedule the Requested Delivery Date; or (ii) to extend the Requested Delivery Date, to a date more than nine (9) months from the Order Acknowledgement date; then LF may, after giving the Buyer 5 business days' written notice, adjust the Products price to reflect current pricing as of the new Requested Delivery Date and/or to take account of Buyer's Factors. (C) Inability to Reach Agreement. If Buyer seeks to extend the Requested Delivery Date to a date more than nine (9) months from the Order Acknowledgement Date, and Buyer does not agree to LF's proposed adjusted price, reflecting updated pricing as of the new Requested Delivery Date, LF has the right to cancel the Order and Buyer agrees to pay a 20% restocking fee in connection with the Order.
Price Escalation	20. PRICE ESCALATION: If the term of the Agreement exceeds one (1) year, LF may automatically adjust the LF MSRP Price List(s): (i) annually effective on each new Order after the adjusted Price List(s)' effective date, and (ii) periodically, with five (5) days prior written notice, during the Term of the Agreement if subsections (a) through (d) herein cause a significant increase in LF's input costs, and will be effective on any Orders placed after the notification. The price adjustment shall be based on: (a) changes to the cost of raw materials and/or labor costs related to personnel responsible for manufacturing and/assembling the Products, (b) macroeconomic conditions, such as taxes, tariffs or duties, inflation, increased logistics/transportation costs, fluctuations in foreign exchange rates, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within LF's control that impact the cost of manufacturing or selling the Products. The variation in the cost of the Products shall be consistent with applicable market indexes, where available, third-party sources or other evidence. LF reserves the right to add periodic surcharges to Orders, including without limitation, adjustments for the then-current price of fuel, such surcharges to be specified and invoiced by LF.
Limited Warranty	10: LIMITED WARRANTY: (A) Products – Standard Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (B) Products – Extended Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (C) Parts: Parts shall have the following limited warranty: Parts are warranted to the original Buyer for ninety (90) days from the date they are received. Such limited warranty shall be Buyer's exclusive remedy for any breach of warranty. To make a claim (parts only) during the limited warranty period, Buyer must contact LF for an RMA Number (see Section 7). For Non-Consumable (NC) part claims, Buyer will be subject to an "Unreturned Equipment Charge" which may be the price of the replacement part, if the replaced NC part is not returned within thirty (30) days of opening the claim. If, in LF's sole discretion, the part is damaged due to accident, misuse, abuse, fire, flood, Force Majeure Events, or other contingencies beyond LF's control, LF may deny the claim, in which case Buyer shall not be entitled to a credit, and any replacement parts must be purchased pursuant to LF's credit terms. THE WARRANTY STATEMENTS SET FORTH IN THIS SECTION 10 ARE THE SOLE LIMITED WARRANTIES MADE BY LF WITH RESPECT TO THE PRODUCTS PURCHASED BY OR PROVIDED TO BUYER PURSUANT TO THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES BY LF, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Quote# 3742947 - 1R

Date 22-APR-2024

Bill To

SOUTHAVEN COMMUNITY
DEVELOPMENT DISTRICT
C/O RIZETTA & COMPANY
INC
2806 N 5TH ST
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SAINT AUGUSTINE, ST
JOHNS
FL 32084-1904
US

Contact:
Cell:
Office:
Email:

Ship To

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DEVELOPMENT DISTRICT
C/O RIZETTA & COMPANY
INC
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STE 403
SAINT AUGUSTINE, ST
JOHNS
FL 32084-1904
United States

Contact:
Cell:
Office:
Email:



SALES REPRESENTATIVE

JEFFREY DIBLER
Cell: 410-236-7753
Office:
Email: Jeffrey.Dibler@lifefitness.com

Life Fitness

Corporate Address:

10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:

2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell:
Email:
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	SS-LP LIFE FITNESS INSIGNIA ARC LEG PRESS - Black Frame/Black Upholstery/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 7,592.30</i>	1	10,189.00	-3,056.70	7,132.30	7,132.30
	C-LB Weight Stack	1	199.00	0.00	199.00	199.00
	Full Shroud	1	261.00	0.00	261.00	261.00

Quote#

3742947 - 1R

Date 22-APR-2024

PO Number		Subtotal	
Payment Type		List Price	10,649.00
Payment Terms	NET 30	Adjustment and Surcharge	-3,056.70
Freight Terms		Selling Price	7,592.30
FOB			
		Freight/Fuel/Installation	1,144.02
		Tax	TAXES AS APPLICABLE
		Total(USD)	8,736.32

Notes:

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Prices set forth in this Quote are good for 30 days.

Full set of Life Fitness Terms and Conditions <https://www.lifefitness.com/en-us/legal/terms-conditions>

Excerpts from the Life Fitness Terms and Conditions are below:

Key Term	Contract Language
Delivery Delay - Buyer extends Requested Delivery Date by more than 30 days	2. DELIVERY (B): Delays or Product Holds made at Buyer's request or due to Buyer's failure to take requested action ("Buyer's Factors"), as more specifically defined in Section 19, may result in delivery delay fees and/or price adjustments in accordance with Sections 2 and 19. If Buyer seeks to extend the Requested Delivery Date by more than thirty (30) days from the Buyer's original Requested Delivery Date, (i) Buyer will pay LF 50% of the total invoice price for the Products at the time of providing notice to LF of the extended delivery date, with the balance due in accordance with Buyer's previously agreed-upon payment terms with LF, and (ii) Buyer will pay monthly "delivery delay fees" equal to 1% of the total invoice price for the Products, calculated from Buyer's original Requested Delivery Date until Products are delivered. The payment and fees pursuant to sections 2(B)(i) and 2(B)(ii) will not apply if Buyer requests extension of the delivery date at least sixty (60) days prior to the original Requested Delivery Date.
Payment - Late Payment	5. PAYMENT: [Late payment]. . . Payments not made by Buyer on or before the due date shall bear interest at three percent (3%) per month or the maximum rate permitted by law, whichever is less. Such interest shall be in addition to and without limitation of any other rights or remedies which LF may have under this Agreement or at law or in equity. Buyer agrees to pay any attorney's fees and costs incurred by LF in enforcing its rights under this Agreement. . .
Returns	7. RETURNS: Within ten (10) days of delivery, Buyer may contact LF to discuss return options, which may include, at LF's sole discretion, (A) return of new, unused Products for credit; or (B) return of non-stocked or used Products for a fair market repurchase price, as determined by LF, which shall be issued in the form of a product credit. (C) All custom, ("Built-to-Order") Products, which are defined as any Products ordered in optional or custom frame colors, as defined on the [LF Quote and Purchase Order], are final sale and not eligible for return. Approved credits or repurchase prices will not include freight, fuel and installation charges incurred by LF. Authorized returns require a Return Material Authorization (RMA) Number. To obtain an RMA number contact LF at 1.800.735.3867. The returned Product must be returned in its original packaging, as applicable with the RMA number boldly written on the outside of the package. LF assumes no responsibility for damage caused by shipping or improper packaging. Each returned Product is subject to a re-stocking fee of twenty percent (20%) of the Product's purchase price, plus all expenses incurred by LF in connection with facilitating the return, including but not limited to costs related to third party installers, and shipping and handling.
Canceled and Changed orders	8. CANCELED AND CHANGED ORDERS: Orders modified, changed, or canceled by Buyer (including, but not limited to, failure to timely collect or pick up a Will Call Order) within 60 days prior to the Buyer's original Requested Delivery Date or within 90 days prior to the Requested Delivery Date for Built-to-Order Products are subject to a restocking fee of twenty percent (20%) of the Products' purchase price.
Price Adjustment - External Factors	19. PRICE ADJUSTMENT: (A) External Factors - Buyer acknowledges that the Products' price and associated costs and taxes are subject to external factors unknown to LF at the Agreement date ("External Factors"), including, but not limited to: (a) fluctuations in prices for raw materials, fuel, transportation; (b) fluctuations in foreign exchange; (c) changes to applicable law, duties, tariffs and tolls; and (d) Force Majeure Events. LF may notify Buyer of a change to a price caused by an External Factor 30 days after Order is placed, or whatever notice period may be required by applicable law. Buyer may suggest ways for LF to mitigate the External Factor, which LF will consider in good faith. If LF and Buyer cannot agree on the price change caused by an External Factor within 10 business days of notification, LF may at its option: (a) proceed on the basis of the unchanged price; or (b) terminate the Order on 1 business days' prior written notice. . .
Price Adjustment - Requested Delivery Date extended more than nine (9) months from the Order Acknowledgement Date	19. PRICE ADJUSTMENT. . . (B): Buyer's Factors. Buyer acknowledges that if the price and associated costs and taxes increase, and are dependent on Buyer's Factors, which are within the control of Buyer, including: (a) failure or delay to give LF information or instructions; or (b) request by Buyer: (i) to schedule the Requested Delivery Date; or (ii) to extend the Requested Delivery Date, to a date more than nine (9) months from the Order Acknowledgement date; then LF may, after giving the Buyer 5 business days' written notice, adjust the Products price to reflect current pricing as of the new Requested Delivery Date and/or to take account of Buyer's Factors. (C) Inability to Reach Agreement. If Buyer seeks to extend the Requested Delivery Date to a date more than nine (9) months from the Order Acknowledgement Date, and Buyer does not agree to LF's proposed adjusted price, reflecting updated pricing as of the new Requested Delivery Date, LF has the right to cancel the Order and Buyer agrees to pay a 20% restocking fee in connection with the Order.
Price Escalation	20. PRICE ESCALATION: If the term of the Agreement exceeds one (1) year, LF may automatically adjust the LF MSRP Price List(s): (i) annually effective on each new Order after the adjusted Price List(s)' effective date, and (ii) periodically, with five (5) days prior written notice, during the Term of the Agreement if subsections (a) through (d) herein cause a significant increase in LF's input costs, and will be effective on any Orders placed after the notification. The price adjustment shall be based on: (a) changes to the cost of raw materials and/or labor costs related to personnel responsible for manufacturing and/assembling the Products, (b) macroeconomic conditions, such as taxes, tariffs or duties, inflation, increased logistics/transportation costs, fluctuations in foreign exchange rates, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within LF's control that impact the cost of manufacturing or selling the Products. The variation in the cost of the Products shall be consistent with applicable market indexes, where available, third-party sources or other evidence. LF reserves the right to add periodic surcharges to Orders, including without limitation, adjustments for the then-current price of fuel, such surcharges to be specified and invoiced by LF.
Limited Warranty	10: LIMITED WARRANTY: (A) Products – Standard Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (B) Products – Extended Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (C) Parts: Parts shall have the following limited warranty: Parts are warranted to the original Buyer for ninety (90) days from the date they are received. Such limited warranty shall be Buyer's exclusive remedy for any breach of warranty. To make a claim (parts only) during the limited warranty period, Buyer must contact LF for an RMA Number (see Section 7). For Non-Consumable (NC) part claims, Buyer will be subject to an "Unreturned Equipment Charge" which may be the price of the replacement part, if the replaced NC part is not returned within thirty (30) days of opening the claim. If, in LF's sole discretion, the part is damaged due to accident, misuse, abuse, fire, flood, Force Majeure Events, or other contingencies beyond LF's control, LF may deny the claim, in which case Buyer shall not be entitled to a credit, and any replacement parts must be purchased pursuant to LF's credit terms. THE WARRANTY STATEMENTS SET FORTH IN THIS SECTION 10 ARE THE SOLE LIMITED WARRANTIES MADE BY LF WITH RESPECT TO THE PRODUCTS PURCHASED BY OR PROVIDED TO BUYER PURSUANT TO THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES BY LF, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This is a draft quote and not a contract - Subject to management approval



Tab 12

April 17, 2024

Southaven Community Development District
Attn: Melissa Dobbins, Dist. Manager
3434 Colwell Avenue, Ste. 200
Tampa, FL 33614

Dear Ms. Dobbins:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Southaven CDD

765 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2024.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/db

TAB 13



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 #
16217
Date
3/11/2024

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			
Job Site Address: 61 Clarissa Ln. St. Augustine, FL 32095 PROPOSAL TO REPAIR DAMAGED ASPHALT (SEE MAP)				Total
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.				14,265.00
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.				950.00
A 35% deposit of \$5,325.00 is required before the job is scheduled. Balance is due upon completion				
This proposal is valid for 10 days. Please sign and return for confirmation			Total	\$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 _____



Phone: (904) 355-1776 · Fax: (904) 355-1467

P.O. Box 43669 · Jacksonville, FL 32203-3669

www.allproasphalt.net

Proposal submitted to		Work to be performed at	
Name:	Southaven CDD c/o Rizzetta & Co	Markland	
Address:	3434 Colwell Ave Suite 200	Address:	61 Clarissa Lane
City:	Tampa FL 33614	City:	St Augustine State: FL 32095
Date:	3/14/24	Contact:	Lisa Licata (904) 315-5171
Bid #	K240314-1AR	Email:	llicata@vestapropertyservices.com

We hereby propose to furnish the materials and perform the labor necessary to complete the following:

Asphalt patching:

-sawcut perimeter of (19) damaged pavement areas and remove.

-install 3,102 SF of 1.5" SP 9.5 hot mix asphalt.

-compact with vibratory roller: **\$18,650.00**

Asphalt striping:

-blow pavement clear of loose dirt and debris.

-restripe crosswalks within roundabout: **\$1,950.00**

TOTAL: \$20,600.00

Drainage is not guaranteed on asphalt overlays or patchwork due to existing pavement elevations and slopes.

Asphalt is a flexible pavement and will reflect cracking from underlying surfaces. All Pro Asphalt does not guarantee against cracking of asphalt placed over existing cracked, shifting, or settling surfaces or tree root areas.

All Pro Asphalt is not responsible for damage to buried lines, cables, wiring, pipes, utilities, or other obstructions not clearly marked prior to commencement of work.

This proposal is priced for one patching mobilization, each additional at \$1,500.00.

Area to be cleared prior to work commencing, customer is responsible for moving of items / vehicles.

This proposal is good for work through: May 2024

Terms are net 30 days. A finance charge of 1.5% per month or 18% per year will be assessed on past-due balances.

If All Pro is required to take any action to collect any sum due hereunder All Pro shall be entitled to recover it's Attorney's fees and costs incurred to do so, whether incurred before suit, during suit, post-judgment or on appeal.

Exclusions:

- Performance and payment bonds.
- Maintenance of traffic & M.O.T. devices (signs and barricades other than cones) or provision of traffic officers.
- testing or coring of sub base material, testing of base material, or testing of asphalt.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully Submitted:

Ryan Kibler
Project Manager
rkibler@allproasphalt.net
(904) 418-1182 - cell

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

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date: _____

Signature: _____



Duval Asphalt Products, Inc.
 7544 Phillips Highway
 Jacksonville, FL 32256
 (904) 296-2020
 (904) 296-6574 fax



PROPOSAL: Markland Asphalt Repairs 2024

To: Vesta Property Services 200 Business Park Circle STE 101 St Augustine, FL 32095 Phone: (904) 654-6304	Property: Markland IGP St Augustine, FL 32095
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Proposal Date:	Feb 13, 2024	Quote ID:	QUO-03251-K3R6Z1 (Rev. 0)
Effective From:	2/13/2024	Effective To:	3/14/2024

Line No.	Product	Price	Approval (your initials)
10	Asphalt Repairs Approx. 330 Sq Yds @ \$124.65 / Sq Yd Sawcut, remove, and replace approx. 330 SqYds of damaged asphalt. **Includes 1 mobilization.	\$41,134.50	

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

Estimated Total (assuming all line items)	\$41,134.50
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The terms contained in Exhibit A are hereby fully incorporated by reference into this proposal

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

RESPECTFULLY SUBMITTED,

Duval Asphalt Products, Inc.

Justin Joiner

E-mail: jjoiner@duvalasphalt.com

Cell Phone: 9047532334

ACCEPTED BY:

Signature _____

Name _____

Title _____

Date _____

Exhibit A

1. Any damage to our work will be repaired on a cost plus 20% basis.
 2. All work is guaranteed to be installed as specified. Duval Asphalt warrants the installation of pavement / sealcoating against defects in material and workmanship for (1) year from date of completion.
 3. Asphalt is a flexible pavement, unless otherwise noted, Duval Asphalt does not guarantee against ponding water or make provisions for the repair of such areas under this contract.
 4. Duval Asphalt requires a representative of your company be on-site during project operations in order to resolve any related issues.
 5. Changes to contract quantity in excess of 10 percent (10%) will result in adjustment of unit prices.
 6. Permits, bonds, testing, layout, saw cutting, maintenance of traffic, and striping, are not included unless otherwise noted in the scope of this contract.
 7. Dumpsters must be removed from pavement surface and irrigation systems must be turned off 24 hours prior to start of project. Any delay or change in schedule by owner or owner's representative after Duval Asphalt has mobilized on site, such as base not being ready or wet pavement due to irrigation being left on, will result in a re-mobilization charge of \$3,500 for paving and \$1,250 for sealcoating. Quotes based on one mobilization unless stated otherwise.
 8. Changes to a project that require additional days of work are to be priced on an individual basis. The mobilization charge above in #7 is not sufficient or applicable to add additional days of work.
 9. A two-week notice is required, prior to start of project, to schedule job. It is understood that the schedule is subject to change due to inclement weather.
 10. Duval Asphalt is not responsible for damage to underground utilities caused by the normal prosecution of our work.
 11. Installation of new asphalt surfaces will not prevent reflective cracking; no warranty is stated or implied.
 12. Adequate curing period must be allowed in order to minimize scuffing and tearing. Scuffing and tearing of the asphalt will occur in the hot summer months, no warranty is stated or implied.
 13. Duval Asphalt does not guarantee against surface defects (i.e., cracking, ponding, settling, etc.) resulting from base installed by others, or areas where inadequate base is discovered.
 14. Duval Asphalt recommends the removal and replacement of oil and other solvent deteriorated asphalt. We do not guarantee sealcoat adhesion to raised and exposed aggregate, pavements with coquina shell, concrete areas with spilled mortar or other films or coatings, extremely dirty areas or areas containing mold or mildew.
 15. Sealed areas shall be barricaded to all traffic. Duval Asphalt is not responsible for damages to sealed areas, sidewalks, or tracking of sealer due to foot traffic and or vehicle traffic crossing barricaded areas. Barricades may be opened to traffic no less than 24 hours after application.
 16. Cost of towing vehicles is the responsibility of owner or management. There will be a charge of \$250 per hour for sealcoat, and \$750 per hour and any trucking delay charges for paving and patching.
 17. The removal of unsuitable material such as much, marl, clay, organic material, sand, etc. or the replacement of clean fill, and the removal of vegetation is not included in this contract unless otherwise stated.
 18. Quote based on normal non-union rates, no payroll transcripts required, no retainage will be withheld from payments to this contract. Final payment based on in-place measurements unless otherwise stated as "total investment". Duval Asphalt is an EOE in accordance with 41CFR 60-250.4(m), 60-741.4 and 61.250.
 19. Contracts are bid at specific thickness, additional material needed to complete project due to curb being cut to deep, base not smooth and level, or unforeseen problems will be billed according to contract.
 20. Should customer cancel this contract before work begins, the parties agree that 20% of the proposed contract price will be payable to Duval Asphalt as liquidated damages (not as penalty) representing the reasonable admin. Expenses incurred on the project and lost profit.
 21. If during normal completion of scope, inadequate base is discovered, the customer can proceed and void any warranty in affected area and incur no additional cost. If corrective action is elected, cost will be determined on a case-by-case basis and will result in additional cost for labor and material.
 22. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any project outside DOT roadways built entirely with DOT approved processes and material.
 23. Price is based on Duval Asphalt retaining all milled asphalt material to use for recycled content. If prime or owner elect to retain any or all of the milled material, asphalt price is subject to change to reflect the need for virgin material substitute.
- IT IS ANTICIPATED THAT, WHEN RESURFACING PAVEMENTS CONSTRUCTED WITH AN INVERTED CROWN, SOME ROLLER MARKING WILL BE VISIBLE IN THE FINISHED SURFACE.

Agreed: _____ (please initial) Date: _____

Job Information Sheet

(Please complete entirely with addresses and phone numbers)

____ Private (not bonded)
____ Bonded Private or State (bonded by general contractor)
____ Federal Work (Miller Act)

ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: Markland Asphalt Repairs 2024
Address: IGP St Augustine Fl 32095
Description (if available): Lot: _____ Block: _____ OR Book: _____
Page: _____ Township: _____ Range _____ County _____

Your Company Name: Vesta Property Services
Address: 200 Business Park Circle STE 101
City: St Augustine State: FL Zip: 32095
Phone #: (904) 654-6304

General Contractor: _____
Address: _____
Phone #: _____

Name of Company your Contract is with: _____
Address: _____
Phone #: _____

Property Owner: _____
Address: _____
Phone #: _____

Bonding Company and/or Bond Agent: _____
Address: _____
Phone #: _____

Bank Name or Funding Source: _____
Address: _____
Contact Name: _____ Phone #: _____

Contract Amount: _____ RETAINAGE: _____ %

Untitled Map

Write a description for your map.

Legend

 Markland



4x20 row box

6x10 4x20 row box

9 Mile Rd

Wincourt Trail

Markland

Renwick Pkwy

Markland Manor House

Repaint crosswalk

Center Pl Way

St Marys Seafood & More (World Golf)

4x20
3x16
6x10

Fremont Ave

3x12 across walk

Kirkside Ave

Larobe Ave

10x30

Westcott Pkwy

10x30

4x62
5x30 across

N Francis Rd

3x20

2x20

Aspinwall Pkwy



1000 ft

TAB 14



9774 Florida Mining Blvd W
Suite 701
Jacksonville, FL 32257

Visit us at
www.sunbeltsys.com

Quotation

Voice: 904-354-7060

Quote # **BS-240227**

Quote Date 2/27/24

Florida Contractor's License # ES12000933

Customer Name & Address:

Southaven 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	BSS
Quantity	Item	Description	
1	DK-1601-567	Octagonal Gate Arm; Aluminum; 14'; 2-Piece	
1	DK-1601-235	Reverse Edge Hardware Kit for Octagonal Gate Arm	
1	DK-8080-096	Reversing Edge for Octagonal Arm; 12' + Red/Green LED	
1	OSC-FIRSTCOA...	Base Charge for Onsite Service Call - Baker, Clay, Nassau or St Johns County; Covers Travel, Truck and First 1/2 Hour Labor on Site	
1	REPAIR LABOR	Repair Labor Hour Charges	
1	WARRANTY - 1/...	WARRANTY: One (1) year manufacturer warranty on parts installed; Thirty (30) day warranty on workmanship from date of completion of repairs by our Technician. Warranty excludes acts of god, misuse and abuse.	
1	SCOPE	Scope of Work: Install lighted LED arm on resident gate	

Total Price \$2,035.00

Accepted by: _____

Print Name: _____

Date: _____

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

TAB 15



January 15, 2024

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

Please call 800-331-1723 or send email to 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 **\$26,150.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 13,075.00
Final Draw: Due upon completion of job	\$ 13,075.00

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 **\$17,500.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 8,750.00
Final Draw: Due upon completion of job	\$ 8,750.00

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 975.00 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 **\$650.00 each**

Add **\$2,600.00** 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.



9401 Corkscrew Palms Cir Ste 300 • Estero, FL 33928-6275 • Phone: (239) 292-3102

Southaven CDD C/O Rizzetta & Co.
Cell: +19043155171

3434 Colwell Ave suite # 200
Tampa, FL 33614

Job Address:
61 Clarissa Lane
St Augustine, FL 32095

Print Date: 4-3-2024

Proposal for Markland - Court Resurface & Repair



License: CBC1263668

Mor Sports Is Proud To Be The Official Court Builder Of The US Open Pickleball Championship

"QUALITY BY DESIGN"

Many thanks for your inquiry. Please find below our quotation for your project.

We are delighted to be invited to quote your works, and please be assured that we have put together our most competitive quotation for the works. Whilst compiling our quotation, we have worked with our suppliers to provide you with our most competitive quotation. Hopefully, we are within your budget.

We have ensured that our quotation reflects our company core values of "Quality by Design", "Valued Engineering" and our Client Mission Statement of "Right First Time on Time". These drivers are the cornerstone of all our projects.

As we stated, we understand that quality is a major factor for our clients. Choosing the Mor Sports Group quality is assured. We can demonstrate that we are proven, reliable and competent Certified Building Contractor who are proud members of the American Sports Builder Association. We are proud to be the Court Building Contractor of choice for the US Open Pickleball Championship in Naples. At the US Open location, we have either constructed or surfaced all the 60+ tournament pickleball courts. Details of this project and numerous other projects can be found attached in the work reference document attached for your attention. Please feel free to use this document for references and take time to speak with our existing clients.

Finally, please take the time to review our detailed quotation. If there are any questions, changes, amendments or budgetary requirements that you require, please do not hesitate to contact us.

2 TENNIS COURTS RESURFACING

COURTS SUMMARY

PREPARATION WORKS

SITE SET UP

Key Note - *The Client to provide clear access to the court(s) for the storage of materials and the preparation of the materials prior to installation*

Key Note - *Client to provide access to clean potable water connection in close proximity to the work zone*

Key Note - *Client to provide access to restroom facilities, if no facilities available Mor Sports to provide portable facility at additional cost to the client*

BIRD BATH REPAIRS

Attempt to patch any isolated birdbaths or areas holding water with court patch binder.

Key Note - *Mor Sports are not able to level any large depressions*

Key Note - *A birdbath is a randomly located low area, where water which is 1/8" deep which tends to puddle or hold water after 1 hour of drying has ceased or after one hour of drying at 70 f in sunshine and after the rest of the court has dried. The statement "Attempt to patch any isolated birdbaths or areas holding water with court patch binder" does not apply to major depressions or large areas where water may remain after the rest of the court has dried.*

Key Note - *Mor Sports will not guarantee that all water will be removed to the tennis courts, as bases have settled and no longer have the correct level of fall as specified by the ASBA. In addition, for resurfacing projects such as the one proposed within this quotation, the standard method of repair of birdbaths offered may provide some additional life in the court but the only way of seeking a long term proven solution to birdbaths, then the court should be reconstructed.*

CRACK REPAIRS

Patch cracks using court patch binder

Key Note - *Mor Sports will not guarantee that cracks will not re-open and new cracks will not appear. Cracks may reappear within days, weeks or months due to age and condition of the court(s) For resurfacing projects such as the one proposed within this quotation, the standard method of repair offered may provide some additional life in the court but the only way of seeking a long term proven solution to cracking, then the court should be reconstructed.*

Key Note - *This quotation does not allow for the removal or repair of any "heave", root damage or any other faults unless specifically set out in this quotation.*

COLOR COATING

STANDARD COLOR COATING

Install 1 layer of acrylic resurfacer to entire tennis court

Install 2 layers of color to inner of tennis court, *client to specify what color required on this proposal*

Install 2 layers of color to outer of tennis court, *client to specify what color required on this proposal*

Mark out line positions to ASBA and ITF specification

Install line tapes, seal tapes using line sealer
Install 1 layer of white acrylic line paint
Spray existing tennis net posts
Clear site and demobilize

ADDITIONAL COURT SURFACING WORKS

4 SETS OF PICKLEBALL LINES

Mark out for 4 sets of pickleball lines to US Open Pickleball Championship specifications.
Install line tapes to 4 sets of pickleball lines.
Install line sealer to line tapes
Install pickleball line paint to 4 sets of pickleball court lines.
Remove tapes and clear site

Key Note - All Pickleball Lines will be painted in a North South direction to avoid the effects of the sun **UNLESS** it is stated in writing by the Client that they wish the lines to run East / West

QUOTATION SUMMARY

QUOTATION CALCULATIONS

The contract price has been calculated based on current price for the components and building materials. The market for building materials at the moment is considered volatile, sudden price increases outside of Mor Sports control may occur.

Mor Sports will continue to use its best effort to obtain the lowest price from our suppliers, however should there be a sudden increase in price on the specified items in this quotation after the execution of this contract, the client agrees to pay the cost increase to Mor Sports.

Any claim by Mor Sports of cost increase will involve written notice delivered by Mor Sports to the Client, stating the increase cost / materials in question and the source supply, supported by evidence.

Key Note - This quotation is valid for 30 days only

Resurface 2 Tennis Courts

Resurface 2 Tennis Courts

Resurface 2 Tennis Courts

Patch Courts With Court Patch Binder , Install 1 Layer of Acrylic Resurfacer, Install fiberglass membrane to minor cracks, Install 2 Layers of Color , Install White Playing Lines

Items	Description	Price
MS24 Fiber Glass Installation	Install Fiber Glass to Agreed Areas on Tennis Court - 450 Sqft Minimum Cost	\$1,170.00
Resurface Tennis Courts	Install Court Patch Binder, Install 1 Layer of Acrylic Resurfacer, Install 2 Layer of Acrylic Color , Install White Playing Court Lines	\$27,648.00
Resurface 2 Tennis Courts Total:		\$28,818.00

Resurface 2 Tennis Courts

Install Additional Playing Lines Installation

Items	Description	Price
Basketball Key Line Installation	Install 1 Basketball Key	\$215.00
Pickleball Line Installation	Install 4 sets of Pickleball Blended Lines	\$1,720.00
Install Additional Playing Lines Installation Total:		\$1,935.00

Resurface 2 Tennis Courts

Court Repairs

Items	Description	Price
Concrete Curb Installation	Excavate 12 Inch Depth to Perimeter of 120' Form 6 Inch High Curb Over 12 Inch Trench , Install 3,000 PSI Fiber Reinforced Concrete to Curbs	\$2,966.40
Asphalt Repair	Cut Out Damaged Asphalt (root heave along the fence), Recompact Sub-Base, Install New Asphalt	\$4,766.40
MS24 - Riteway Crack Repair System	Install Riteway Crack Repair System to Agreed Linear Feet of Cracks , Client to Walk The Project to Ensure Agreed Linear Feet of Riteway Has Been Installed Prior to Court Surface Installation . New Cracks Or Existing Cracks That Extend Past Riteway Installation Are NOT Covered Under Riteway 3 Year Guarantee	\$4,576.00
Court Repairs Total:		\$12,308.80

Resurface 2 Tennis Courts Total:

\$43,061.80

Progress Payments Process

Mor Sports kindly requests that the stage payment process set out below is accurately followed to avoid any confusion, misunderstanding or late delivery of the project. Unfortunately, work will not be completed unless each stage of the progress payment invoice has been paid in full on the agreed date.

Sequence

- 1. 25 % Deposit Required - Work Will Not Be Scheduled Until Deposit Payment Received**
- 2. Walk Through With Mor Sports Management Must be Completed With Authorized Client Representative Prior to Nets & Post Installation**
- 3. Authorized Client Representative to Sign Mor Sports Completion Sheet at Walk Through agreeing that works are carried out in full and as agreed**
- 4. 5% Late Fee Will Occur After 30 Days If Final Payment is Not Received**
- 5. Signing of This Quotation Confirms Acceptance of Mor Sports Payment Terms**

Upon Acceptance of this proposal, Mor Sports Management Programme (Buildertrend) will issue an owner activation prompt. Please accept this response. It may be found in your spam email box. This owners account will allow you access to all scheduling, invoices, daily log progress reports, photos and videos can be accessed to keep you in constant communication with Mor Sports and the project. To access your owner account, enter your email address as your user name then enter your own password into the password section. Remember your password for access to this project and future projects.

We thank you in advance for your business and look forward to working with you on your project.

**Matthew Morton
CEO
Mor Sports Group Inc**

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



SnG Pavement Marking, Inc.

SPECIALISTS IN:

- Sealcoating
- Patchwork
- Power Sweeping
- Striping (Paint/Thermoplastic)
- Car Stops
- Grounds Maintenance
- Tennis Courts
- Heated Power Washing
- Traffic Signs

1104 N.W 50th Avenue, Suite A · Gainesville, Florida 32609
 (352) 378-2636 · FAX (352) 378-0905 · www.sngpavementmarking.com

Bid To Southaven CDD Phone 904-315-5171 FAX _____
 Billing Address 3434 Colwell AVE STE 200 City Tampa State/zip 33614
 Job Location Clarissa Lane St Augustine Individual Lisa Licata
 EMAIL llicata@vestapropertyservices.com

QTY	Units	Description of Work	@	Amount each/per Lf,Sf,Sy	=	TOTAL
128	SF	Sawcut pavement and remove damaged asphalt. Haul all waste material to a suitable landfill. Pave with hot mix asphalt and compact.	@	\$12.00	=	\$1,536.00
160	LF	Clean and fill cracks and over lay with fiberglass membrane.	@	\$2.00	=	\$320.00
1,558	SY	Apply 1 coat of black resurfacer followed by 3 coats of fortified color coat. (Dark green in bounds and light green out of bounds) Tape playing lines and seal with line rite tape sealer. Paint 2 tennis courts with textured line paint.	@	\$12.00	=	\$18,696.00
5	EA	stripe pickleball courts	@	\$250.00	=	\$1,250.00
1	EA	Stripe 1/2 court basketball court with 3 point line.	@	\$250.00	=	\$250.00
1	EA	Mobilization	@	\$500.00	=	\$500.00
		East court will be striped with 1 tennis and 4 pickleball. West court will be striped with 1 tennis, 1 pickleball, and 1 basketball	@		=	\$0.00
			@		=	\$0.00
		All materials will be California Products	@		=	\$0.00
			@		=	\$0.00
. SnG is fully insured both work comp and general liability. Certificates available upon request						
					TOTAL	\$22,552.00
IF PAYING BY CARD A SURCHARGE OF 3% WILL BE APPLIED.						

QUOTE VALID FOR 30 DAYS

TERMS: NET ON COMPLETION.

Melanie Clouse

1/22/2024

Representative for SnG

Date

Buyers Signature, Title

Date

BY SIGNING THIS QUOTE I ACKNOWLEDGE THE TERMS AND CONDITIONS ON PAGE 2
 Please email a copy of signed quote to melanie@sngpavementmarking.com to schedule the work.

TERMS AND CONDITIONS

When this form is signed by customer and an officer of SnG, it becomes a contract and customer agrees to pay for work completed at above terms. Should it be necessary for us to employ an attorney to collect this contract amount or any unpaid balance thereof, customer agrees to pay interest at a rate of 18 per cent per annum from date of completion on the unpaid balance as aforesaid and in addition thereto shall pay all legal cost and expenses including reasonable attorney's fees.

We guarantee the Heavy Duty Slurry Coating for materials, workmanship and adhesion under normal use for a period of one year, excluding mechanical damage, stains from vehicles or other sources.

Should you select one of the alternate Coatings, we guarantee them for workmanship and adhesion. Length of service depends on the amount of traffic and use and therefore we cannot guarantee a specific service of life.

This guarantee does not include any responsibility for the performance of the asphalt pavement as to cracks forming in the surface of the pavement or from base failure, shrinking, or movement of the pavement.

This material is NOT intended to restore badly cracked or broken base pavements, nor to permanently seal cracks.

CRACKS SEALED AND FILLED MAY OPEN AGAIN.

WE CANNOT BE RESPONSIBLE FOR WATER POCKETS WHEN GRADE IS LESS THAN 1INCH IN 10 FEET OR WHEN PATCHWORK IS BEING DONE.

WE DO NOT GUARENTEE ELIMINATION OF STANDING WATER. WATER REDUCTION IS NOT GUARENTEED.

Notice – We are not responsible for any damage whatsoever to concrete strips or sidewalks, that our equipment must cross to complete your job. Nor are we responsible for breakage of underground water, electrical or sewer lines unless specifically agreed to in writing.

HOT MIX ASPHALTIC CONCRETE is a practical, clean, long-life pavement. It usually "tire-marks" for several months and there is noticeable surface porosity at first, but rubber tire traffic will kneed and seal theses pores. Gasoline and repeated oil spillage will soften asphalt, however, it is easy to patch. Grass and weed roots in an old base will grow through asphalt, but are easily killed with any type of commercial weed-killer and we don't accept responsibility.

No other agreements or contracts expressed or implied are binding unless signed by and officer of SnG.

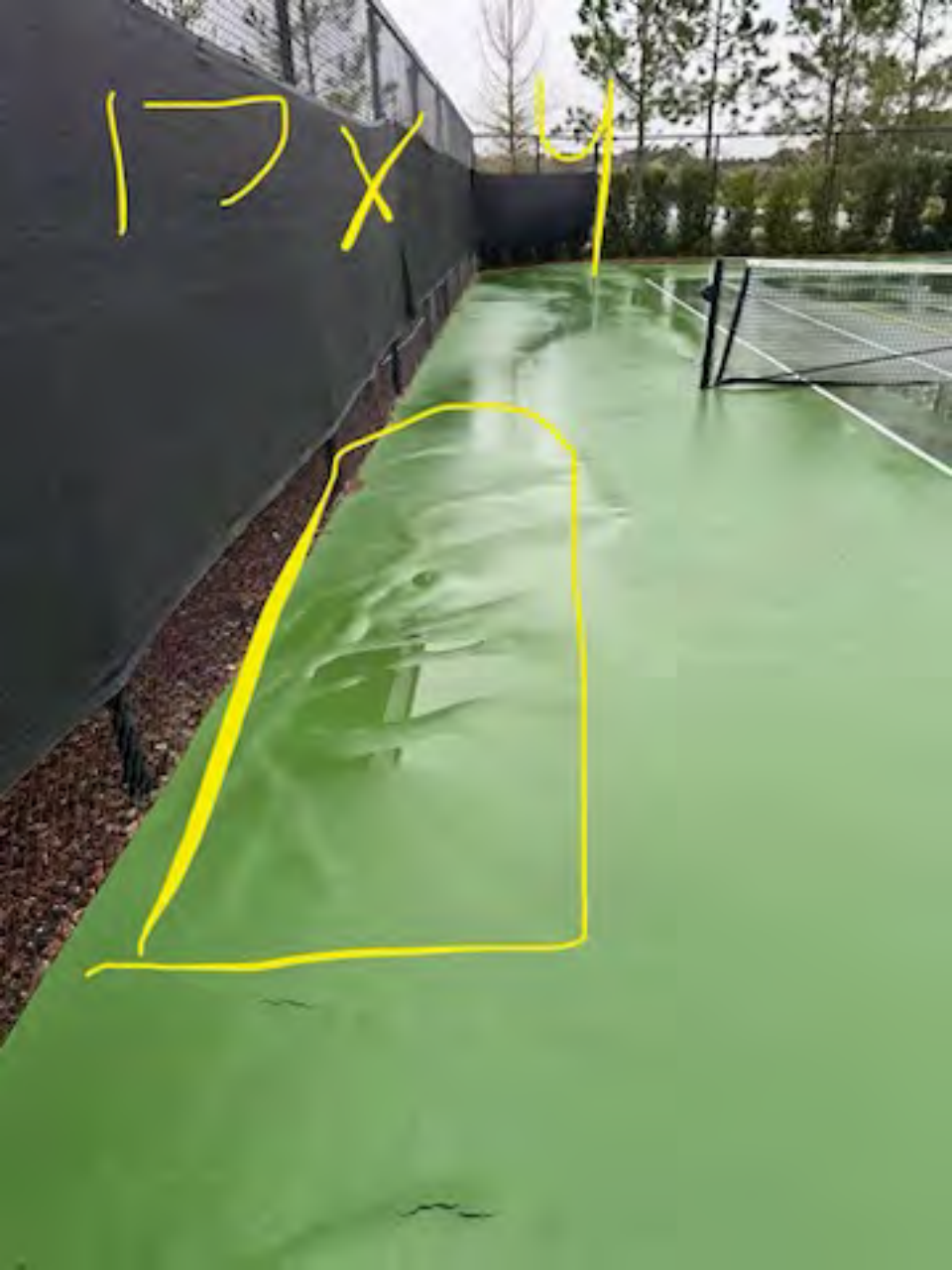
Payment in full shall be made on completion of the project in order to validate the guarantee.

3x20

20

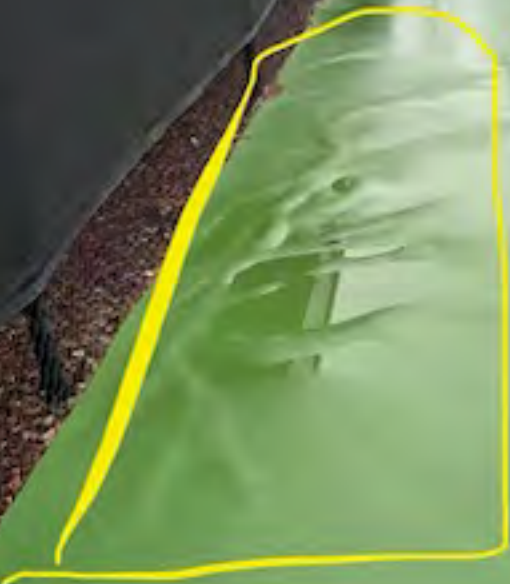
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17x

4



TAB 16



6869 Phillips Parkway Dr S
Jacksonville, FL 32256
904-997-0044

Aquatic Management Agreement

This Agreement dated April 8, 2024 is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Markland Community c/o Lisa Licata, Vesta Property Services

Property Address 61 Clarissa Ln, St Augustine, FL 32095

Billing Address 245 Riverside Ave, Ste 300, Jacksonville, FL 32202

Phone Number 904-436-5700 Cell Number 904-315-5171 E-Mail llicata@vestapropertyservices.com

Hereinafter called "CLIENT"

The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, as needed, in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location:

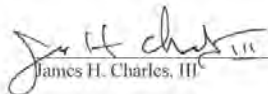
Two (2) Stormwater Ponds and ditches in St Johns County, FL.

- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:

o Monthly Aquatic Management Services	\$ <u>2,180.00</u>
o Quarterly Ditch Treatments	\$ <u>800.00/treatment</u>
o Permitting for Triploid Grass Carp	\$ <u>No Charge</u>
o Triploid Grass Carp Stocking (Upon Approval)	\$ <u>8.00/fish</u>
o Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55.00/s.f.</u>

- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this Agreement on behalf of the riparian owner and to hold Charles Aquatics, Inc. harmless for consequences of such service not arising out of the sole negligence of Charles Aquatics, Inc. This would include injury or death to humans or animals who swim, drink, boat or fish in waterways. Recreational activities may result in ingesting or coming into contact with harmful, pathogenic microorganisms.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.


James H. Charles, III

CLIENT

Sign _____

Print _____

Date _____

Terms & Conditions

1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this Agreement for the control of non-native, invasive or noxious species of aquatic weeds:
 - a. Chemical Control: this method consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
 - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
 - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. Disclaimer - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
3. Damages - Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.
5. Time-Use Restrictions: When Federal and State regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc. will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. Non-payment/Default: In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right, following written notice to the CLIENT, to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not.
9. Renewal: Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of Charles Aquatics, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

10. Termination: Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. Alterations and Modifications: This three (3) page Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
13. Disclosure: CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

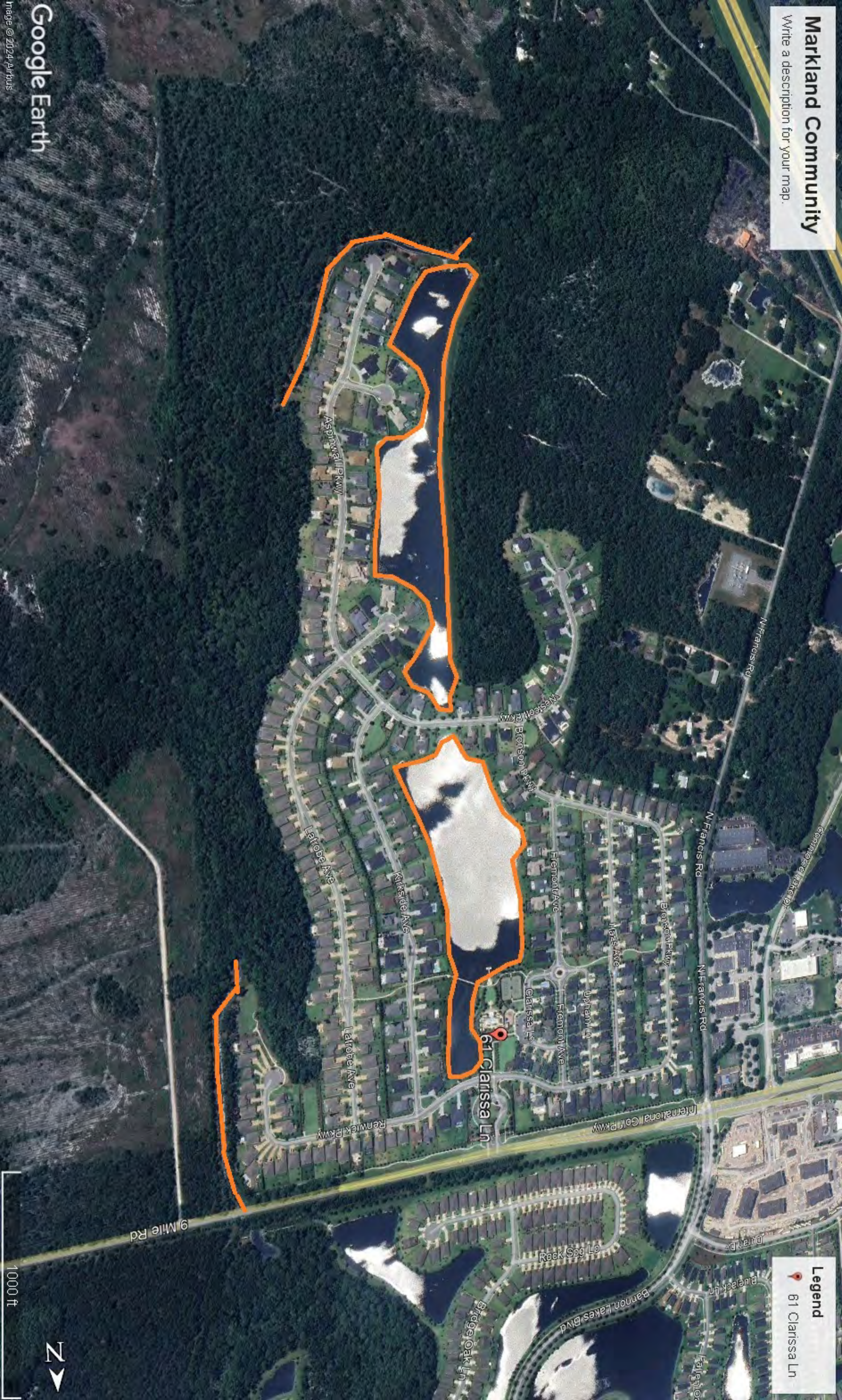
	YES	NO	INITIALS
a) Water used for irrigating landscaping around pond is effluent or reclaimed water			
b) Water from the treated waterway(s) is used for irrigation			
c) Water from the treated waterway(s) is used for human or animal consumption			
d) Treated waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

14. For any condition(s) checked "YES" above, please provide additional details below:


15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.

Markland Community

Write a description for your map.



Legend

-  61 Clarissa Ln

10000 ft





STANDARD TERMS AND CONDITIONS

1. Acceptance of Management Agreement.
 - a. Customer: Deliver signed Agreement and deposit as specified.
 - b. Company: Acceptance is denoted by our beginning the work or issue of work order.
2. Term of Agreement.
 - a. Agreement begins on the date of first treatment and runs for number of months specified.
3. Company Responsibilities.
 - a. Monitor water conditions in specified areas and provide algae and weed control services consistent with the scope of work and good aquatic Best Management Practices.
 - b. Supply required equipment, Licensed Personnel, and necessary products to perform the work.
 - c. Leave a wide margin of safety for fish and waterfowl.
 - d. Make at least as many visits as specified in Agreement.
 - e. Schedule visits for optimum results.
 - f. Notify customer of any water use restrictions BEFORE use of any products, which may require such restriction. In person with written instruction.
4. Insurance.
 - a. Auto Liability, General Liability, Workers Compensation, Property and Casualty. Certificate issued upon request.
5. Payments, Credit & Terms.
 - a. Monthly payments are due on the 5th of month. Any payments received after the 5th of the following month are considered late. As of the 5th day of the following month all past due accounts will receive finance charges.
 - b. A periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE OF 18% or the maximum rate allowed by law, whichever is less.
 - c. Acceptance of any partial payment or payment marked "Paid in full " does not restrict or limit our right to collect all amounts owed under the agreement.
6. Renewal.
 - a. The Agreement automatically renews on its anniversary date. Every 12 months.
Unless: a) Customer notifies us of non-renewal no less than 30 days prior to anniversary date. (Last day of 12th month) or b) We submit a price change or request a change order on the job which both parties can't come to agreement on. Renewed Agreements shall be viewed as identical to the original. Price changes may be proposed any time after the first anniversary date. There will be a minimum 30-day advance notice of price change. This Agreement may be canceled by either party with thirty (30) days written notice.
7. Customer Satisfaction, Warranty.
 - a. Customer satisfaction is our first priority. We will do our best to fulfill the customers' expectations and minimize adverse environmental conditions. We will maintain the quality of the work consistent with the job description. We will make ourselves available for consultation as necessary. We can't make any guarantee of treatment results or time required to achieve a certain result due to all the external natural and environmental conditions, which can affect the work.
8. Customer's Responsibilities
 - a. Designate contact person for onsite check-in. Provide access to the work area for boat launches or buggy travel. Identify all pumping, irrigation and outfalls which will affect our work. Notify us of any water use changes which may affect our work. To pay all payments when due as billed. To pay any liquidated damages in event of your default of this Agreement. Agree to indemnify us from any damages resulting from our service except those deemed due to our sole negligence.

Tab 17



Rizzetta & Company

Southaven Community Development District

www.southavencdd.org

Approved Proposed Budget for Fiscal Year 2024/2025

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Rizzetta & Company

Proposed Budget
Southaven Community Development District
General Fund
Fiscal Year 2024/2025

	Chart of Accounts Classification	Actual YTD through 02/29/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 826,211	\$ 872,039	\$ 872,039	\$ -	\$ 872,039	\$ -	All units on tax roll.
6	Other Miscellaneous Revenues							
8	Rentals, Access/Decals, Events	\$ 3,966	\$ 9,518	\$ 12,000	\$ (2,482)	\$ 12,000	\$ -	Per YTD Average
9								
10	TOTAL REVENUES	\$ 830,177	\$ 881,557	\$ 884,039	\$ (2,482)	\$ 884,039	\$ -	
13								
14	EXPENDITURES - ADMINISTRATIVE							
15								
16	Financial & Administrative							
17	Administrative Services	\$ 2,482	\$ 5,957	\$ 5,957	\$ -	\$ 6,136	\$ 179	3% COL
18	District Management	\$ 6,895	\$ 16,548	\$ 16,548	\$ -	\$ 17,045	\$ 497	3% COL
19	District Engineer	\$ 1,090	\$ 4,000	\$ 4,000	\$ -	\$ 4,000	\$ -	
20	Disclosure Reports	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -	
21	Trustees Fees	\$ 6,000	\$ 6,000	\$ 5,500	\$ (500)	\$ 6,000	\$ 500	Based on Actuals
22	Assessment Roll Certification	\$ 5,516	\$ 5,516	\$ 5,516	\$ -	\$ 5,682	\$ 166	3% COL
23	Financial & Revenue Collections	\$ 1,655	\$ 3,972	\$ 3,972	\$ -	\$ 4,092	\$ 120	3% COL
24	Accounting Services	\$ 6,939	\$ 16,655	\$ 16,655	\$ -	\$ 17,155	\$ 500	3% COL
25	Auditing Services	\$ -	\$ 3,800	\$ 3,800	\$ -	\$ 3,900	\$ 100	Per Agreement
26	Arbitrage Rebate Reports	\$ 500	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	2 Bonds
27	Public Officials Liability Insurance	\$ 2,964	\$ 2,964	\$ 3,200	\$ 236	\$ 3,500	\$ 300	Budget Est.
28	Legal Advertising	\$ 606	\$ 1,454	\$ 1,500	\$ 46	\$ 1,500	\$ -	
29	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
30	Miscellaneous Fees	\$ 347	\$ 833	\$ 500	\$ (333)	\$ 500	\$ -	
31	ADA Website Hosting, Maintenance, Remediation & Backup	\$ 2,400	\$ 6,490	\$ 6,490	\$ -	\$ 3,300	\$ (3,190)	Proposed Reduced ADA Fee
32	Legal Counsel							
33	District Counsel	\$ 8,225	\$ 19,740	\$ 15,000	\$ (4,740)	\$ 15,000	\$ -	
34								
35	Administrative Subtotal	\$ 47,794	\$ 97,104	\$ 91,813	\$ (5,291)	\$ 90,985	\$ (828)	
36								
37	EXPENDITURES - FIELD OPERATIONS							
38								
39	Security Operations							
40	Access Control/Security Camera & Repair	\$ 20,938	\$ 50,251	\$ 50,251	\$ (0)	\$ 50,251	\$ -	Access Control/Envera Contract
41	Gate Phone	\$ 835	\$ 2,003	\$ 2,000	\$ (3)	\$ 2,000	\$ -	
42	Guard & Gate Facility Maintenance & Repair	\$ 1,748	\$ 9,807	\$ 11,000	\$ 1,193	\$ 11,000	\$ -	Includes Sunbelt PM Service, Funds for Barcode Decals
43	Electric Utility Services							
44	Utility Services - Amenity, Gatehouse/Entry & Parks	\$ 6,170	\$ 14,808	\$ 15,000	\$ 192	\$ 15,000	\$ -	
45	Street Lights	\$ 9,992	\$ 23,981	\$ 24,000	\$ 19	\$ 24,000	\$ -	
46	Garbage/Solid Waste Control Services							

Proposed Budget
Southaven Community Development District
General Fund
Fiscal Year 2024/2025

	Chart of Accounts Classification	Actual YTD through 02/29/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
47	Garbage - Recreation Facility	\$ 1,222	\$ 2,933	\$ 2,300	\$ (633)	\$ 3,000	\$ 700	Occasional Overage Fees & \$46/m increase
48	Water-Sewer Combination Services							
49	Utility Services - Potable (Amenity, Gatehouse & Pool)	\$ 4,754	\$ 11,410	\$ 12,000	\$ 590	\$ 12,000	\$ -	
50	Water - Reuse Irrigation (Parks, Entry & Amenity)	\$ 13,542	\$ 41,000	\$ 42,000	\$ 1,000	\$ 42,000	\$ -	Per YTD Average
51	Stormwater Control							
52	Aquatic Pond Maintenance	\$ 4,017	\$ 9,642	\$ 9,642	\$ -	\$ 9,642	\$ -	Out to Bid
53	Other Physical Environment							
54	General Liability & Property Insurance	\$ 34,570	\$ 34,570	\$ 35,000	\$ 430	\$ 39,000	\$ 4,000	Budget Estimates
55	Entry & Walls Maintenance	\$ 5,760	\$ 15,020	\$ 30,000	\$ 14,980	\$ 5,000	\$ (25,000)	Reduced back to YTD Actual Average - Projections Include Front Wall Painting Project -
56	Landscape & Irrigation Maintenance Contract	\$ 69,650	\$ 169,351	\$ 169,351	\$ -	\$ 165,000	\$ (4,351)	Per Agreement - thru 2/25 (7 months unknown rates)
57	Landscape Replacement & Misc. Services	\$ 24,205	\$ 35,536	\$ 45,000	\$ 9,464	\$ 25,000	\$ (20,000)	Reduced - YTD Includes Entrance Enhancements, Aeration, Mistletoe
58	Irrigation Repairs	\$ 3,111	\$ 4,163	\$ 5,000	\$ 837	\$ 10,000	\$ 5,000	Projections Include Failed Value in March.
59	Road & Street Facilities							
60	Street Light & Park Decorative Light Maintenance	\$ 1,256	\$ 3,014	\$ 3,500	\$ 486	\$ 3,500	\$ -	
61	Parking Lot/Roadway Repair & Maintenance	\$ -	\$ 15,000	\$ 12,000	\$ (3,000)	\$ 12,000	\$ -	Funds for Annual Road Patch Work and/or Street Sweeping
62	Maintenance & Repairs (Common Areas)	\$ -	\$ 500	\$ 1,500	\$ 1,000	\$ 1,500	\$ -	
63	Street Sign Repair & Replacement	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	YTD Average
64	Parks & Recreation							
65	Amenity Management Staffing Contract (On-Site Management & Maintenance Services)	\$ 66,999	\$ 160,798	\$ 160,332	\$ (466)	\$ 166,745	\$ 6,413	Per Agreement - 4% Increase
66	Amenity Facility - Maintenance & Repair	\$ 4,957	\$ 11,897	\$ 15,000	\$ 3,103	\$ 15,000	\$ -	YTD Average
67	Amenity Facility & Janitorial Service, Supplies & Equipment	\$ 5,680	\$ 13,632	\$ 15,000	\$ 1,368	\$ 15,000	\$ -	
68	Common Area Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000	New Line - Annual PW was always coded to Contingency
69	Furniture Repair & Replacement	\$ 867	\$ 2,586	\$ 3,000	\$ 414	\$ 4,000	\$ 1,000	
70	HVAC Maintenance & Repair	\$ -	\$ 2,840	\$ 3,000	\$ 160	\$ 3,000	\$ -	Out to Bid
71	Pool Chemicals	\$ 8,665	\$ 8,665	\$ 8,400	\$ (265)	\$ 9,000	\$ 600	Increase Est
72	Pool Permits	\$ -	\$ 350	\$ 350	\$ -	\$ 350	\$ -	
73	Elevator Maintenance & Permit	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	
74	Fitness - On Demand Subscription	\$ 198	\$ 594	\$ 800	\$ 206	\$ -	\$ (800)	Discontinuing Subscription - Ends 6/24

Southaven Community Development District

Debt Service

Fiscal Year 2024/2025

Chart of Accounts Classification	Series 2015A-1	Series 2016A-1	Budget for 2024/2025
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$218,999.42	\$306,794.88	\$525,794.30
TOTAL REVENUES	\$218,999.42	\$306,794.88	\$525,794.30
EXPENDITURES			
Administrative			
Debt Service Obligation	\$218,999.42	\$306,794.88	\$525,794.30
Administrative Subtotal	\$218,999.42	\$306,794.88	\$525,794.30
TOTAL EXPENDITURES	\$218,999.42	\$306,794.88	\$525,794.30
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

St Johns County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$558,880.00

Notes:

Tax Roll Collection Costs for St. Johns County are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

FISCAL YEAR 2024/2025 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2024/2025 O&M Budget:		\$872,039.00	2023/2024 O&M Budget:	\$872,039.00
St. John's County Collection Costs:	2%	\$18,554.02	2024/2025 O&M Budget:	\$872,039.00
Early Payment Discounts:	4%	\$37,108.04		
2024/2025 Total:		\$927,701.06	Total Difference:	\$0.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2023/2024	2024/2025	\$	%
<i>Single Family 58' (Phase 1)</i>	Series 2015A-1 Debt Service	\$1,800.00	\$1,800.00	\$0.00	0.00%
	Operations/Maintenance	\$2,533.04	\$2,533.04	\$0.00	0.00%
	Total	\$4,333.04	\$4,333.04	\$0.00	0.00%
<i>Single Family 73' (Phase 1)</i>	Series 2015A-1 Debt Service	\$1,800.00	\$1,800.00	\$0.00	0.00%
	Operations/Maintenance	\$2,601.71	\$2,601.71	\$0.00	0.00%
	Total	\$4,401.71	\$4,401.71	\$0.00	0.00%
<i>Single Family 73' Partial (Phase 1)</i>	Series 2015A-1 Debt Service	\$1,080.00	\$1,080.00	\$0.00	0.00%
	Operations/Maintenance	\$2,601.71	\$2,601.71	\$0.00	0.00%
	Total	\$3,681.71	\$3,681.71	\$0.00	0.00%
<i>Single Family 93' (Phase 1)</i>	Series 2015A-1 Debt Service	\$2,100.00	\$2,100.00	\$0.00	0.00%
	Operations/Maintenance	\$2,691.50	\$2,691.50	\$0.00	0.00%
	Total	\$4,791.50	\$4,791.50	\$0.00	0.00%
<i>Single Family 93' Partial (Phase 1)</i>	Series 2015A-1 Debt Service	\$1,400.00	\$1,400.00	\$0.00	0.00%
	Operations/Maintenance	\$2,691.50	\$2,691.50	\$0.00	0.00%
	Total	\$4,091.50	\$4,091.50	\$0.00	0.00%
<i>Single Family 63' (Phase 2)</i>	Series 2016A-1 Debt Service	\$1,800.00	\$1,800.00	\$0.00	0.00%
	Operations/Maintenance	\$2,556.81	\$2,556.81	\$0.00	0.00%
	Total	\$4,356.81	\$4,356.81	\$0.00	0.00%
<i>Single Family 73' (Phase 2)</i>	Series 2016A-1 Debt Service	\$1,800.00	\$1,800.00	\$0.00	0.00%
	Operations/Maintenance	\$2,601.71	\$2,601.71	\$0.00	0.00%
	Total	\$4,401.71	\$4,401.71	\$0.00	0.00%
<i>Single Family 83' (Phase 2)</i>	Series 2016A-1 Debt Service	\$2,100.00	\$2,100.00	\$0.00	0.00%
	Operations/Maintenance	\$2,646.61	\$2,646.61	\$0.00	0.00%
	Total	\$4,746.61	\$4,746.61	\$0.00	0.00%
<i>Single Family 93' (Phase 2)</i>	Series 2016A-1 Debt Service	\$2,100.00	\$2,100.00	\$0.00	0.00%
	Operations/Maintenance	\$2,691.50	\$2,691.50	\$0.00	0.00%
	Total	\$4,791.50	\$4,791.50	\$0.00	0.00%

SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$872,039.00
COLLECTION COSTS @ 2%		\$18,554.02
EARLY PAYMENT DISCOUNTS @ 4%		\$37,108.04
TOTAL O&M ASSESSMENT		<u>\$927,701.06</u>

UNITS ASSESSED				ALLOCATION OF EQUALIZED COSTS \$805,474.47					ALLOCATION OF STRATIFIED FIELD COSTS \$122,226.60					PER LOT ANNUAL ASSESSMENT			
LOT SIZE	O&M	SERIES 2015A-1 DEBT SERVICE ⁽¹⁾	SERIES 2016A-1 DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU'S	% TOTAL EAU'S	TOTAL FIELD BUDGET	EQUALIZED FIELD PER LOT	EAU FACTOR	TOTAL EAU'S	% TOTAL EAU'S	TOTAL FIELD BUDGET	STRATIFIED FIELD PER LOT	O&M	SERIES 2015A-1 DEBT SERVICE ⁽²⁾	SERIES 2016A-1 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
Phase 1																	
Single Family 58'	28	27	0	1.00	28.00	7.89%	\$63,530.38	\$2,268.94	1.00	28.00	6.05%	\$7,394.87	\$264.10	\$2,533.04	\$1,800.00	\$0.00	\$4,333.04
Single Family 73'	83	57	0	1.00	83.00	23.38%	\$188,322.20	\$2,268.94	1.26	104.58	22.60%	\$27,619.83	\$332.77	\$2,601.71	\$1,800.00	\$0.00	\$4,401.71
Single Family 73' (Partial)	1	1	0	1.00	1.00	0.28%	\$2,268.94	\$2,268.94	1.26	1.26	0.27%	\$332.77	\$332.77	\$2,601.71	\$1,080.00	\$0.00	\$3,681.71
Single Family 93'	49	37	0	1.00	49.00	13.80%	\$111,178.17	\$2,268.94	1.60	78.40	16.94%	\$20,705.63	\$422.56	\$2,691.50	\$2,100.00	\$0.00	\$4,791.50
Single Family 93' (Partial)	3	2	0	1.00	3.00	0.85%	\$6,806.83	\$2,268.94	1.60	4.80	1.04%	\$1,267.69	\$422.56	\$2,691.50	\$1,400.00	\$0.00	\$4,091.50
Phase 2																	
Single Family 63'	80	0	72	1.00	80.00	22.54%	\$181,515.37	\$2,268.94	1.09	87.20	18.84%	\$23,029.73	\$287.87	\$2,556.81	\$0.00	\$1,800.00	\$4,356.81
Single Family 73'	39	0	31	1.00	39.00	10.99%	\$88,488.74	\$2,268.94	1.26	49.14	10.62%	\$12,977.99	\$332.77	\$2,601.71	\$0.00	\$1,800.00	\$4,401.71
Single Family 83'	34	0	31	1.00	34.00	9.58%	\$77,144.03	\$2,268.94	1.43	48.62	10.51%	\$12,840.66	\$377.67	\$2,646.61	\$0.00	\$2,100.00	\$4,746.61
Single Family 93'	38	0	36	1.00	38.00	10.70%	\$86,219.80	\$2,268.94	1.60	60.80	13.14%	\$16,057.43	\$422.56	\$2,691.50	\$0.00	\$2,100.00	\$4,791.50
TOTAL COMMUNITY	355	124	170		355.00	100.00%	\$805,474.47		462.80	100.00%	\$122,226.60						

LESS: St. John's County Collection Costs (2%) and Early Payment Discount (4%):

(\$48,328.47)

(\$7,333.60)

Net Revenue to be Collected:

\$757,146.00

\$114,893.00

⁽¹⁾ Reflects the number of total lots with Series 2015A-1 and 2016A-1 debt outstanding including 40 (forty) Series 2015A-1 prepayments and 21 (twenty-one) Series 2016A-1 prepayments.

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

⁽³⁾ Annual assessment that will appear on November 2024 St. John's County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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



EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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

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



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

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

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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



Rizzetta & Company

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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



Rizzetta & Company

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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



RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Southaven Community Development District (“**District**”) prior to June 15, 2024, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2024

HOUR: ____:____.m.

LOCATION: Markland Amenity Center
61 Clarissa Lane
St. Augustine, Florida 32084

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____ 2024.

ATTEST:

**SOUTHAVEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson, Board of
Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A

Fiscal Year 2024/2025 Proposed Budget