Heritage Landing
Community Development District

Board of Supervisors’ Meeting
May 14, 2020

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

www.heritagelandingcdd.org
HERITAGE LANDING
COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Timothy Fleming  Chairman
Alan Fernandez  Vice Chairman
Robert Och  Assistant Secretary
Achara Tarfa  Assistant Secretary
Michael Taylor  Assistant Secretary

District Manager
Melissa Dobbins  Rizzetta & Company, Inc.

District Counsel
Wes Haber  Hopping Green & Sams, P.A.

District Engineer
Scott Lockwood  England-Thims & Miller, Inc.

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

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. Individuals are limited to a total of three (3) minutes to make comments at this times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
May 7, 2020

Board of Supervisors
Heritage Landing Community
Development District

Dear Board Members:

AGENDA

The special meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on Thursday, May 14, 2020 at 10:00 a.m. held video or teleconference at 1-929-205-6099 ID # 563 862 7540, pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 28, 2020 respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting.

1. CALL TO ORDER/ROLL CALL
2. PUBLIC COMMENTS
3. BUSINESS ADMINISTRATION
   A. Consideration of the Board of Supervisors’ Special Meeting Minutes held on April 16, 2020.................................................................Tab 1
   B. Ratification of the Operation and Maintenance Expenditures for March 2020.................................................................Tab 2
   C. Consideration of Resolution 2020-04, Re-Designating Secretary................................Tab 3
   D. Consideration of Resolution 2020-05, Amending Bank Signatories................................Tab 4
4. STAFF REPORTS
   A. District Counsel
   B. District Engineer
   C. Security Update
      1.) Giddens Security Report, May 14, 2020.......................................Tab 5
   D. Landscape and Maintenance
      1.) BrightView Landscape Report, May 4, 2020...............................Tab 6
      2.) Consideration of BrightView Proposals......................................Tab 7
         i.) Tree Removal(s)
         ii.) Proposal for Bush and Tree Trimming
         iii.) Mulch at Silverglen
         iv.) Jasmine at Heritage Landing Parkway and Island Tip Road near River’s Own Road
         v.) Athletic Field Topdressing
         vi.) Herbicide at Volleyball Court
         vii.) PVC Piping at Volleyball Court
   3.) Update on Alternative Weed Control
   E. Amenity Center and Field Maintenance
      1.) Amenity Facility Manager Report, May 14, 2020..........................Tab 8
         i.) Fitness Center Upgrade Presentation
      2.) Field Maintenance Manager Report, May 4, 2020..........................Tab 9
   F. District Manager
      1.) Presentation of Registered Voter Count.....................................Tab 10
5. BUSINESS ITEMS
   A. Consideration of McVeigh & Mangum Slide Tower Repair Proposal........Tab 11
   B. Consideration of Wayne Automatic-Backflow Proposals........................Tab 12
   C. Consideration of Poolsure, Pool Chemicals, Renewal Agreement........Tab 13
D. Consideration of Resolution 2020-06 Adopting Policies Regarding Meetings
E. Discussion Regarding Re-Opening of Amenity Facilities Due to COVID-19

6. SUPERVISOR REQUESTS
7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,

Melissa Dobbins

Melissa Dobbins
Heritage Landing Community Development District
CALL TO ORDER / ROLL CALL
PUBLIC COMMENTS
BUSINESS ADMINISTRATION
Tab 1
MINUTES OF MEETING

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

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Heritage Landing Community Development District was held on Thursday, April 16, 2020 at 10:00 a.m. held via teleconference at 1-929-205-6099 ID # 563 862 7540, pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting.

Present and constituting a quorum:

Timothy Fleming      Board Supervisor, Chairman
Alan Fernandez       Board Supervisor, Vice Chairman
Robert Och          Board Supervisor, Assistant Secretary
Achara Tarfa       Board Supervisor, Assistant Secretary
Michael Taylor       Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins       District Manager, Rizzetta & Company, Inc.
Wes Haber            District Counsel, Hopping Green & Sams, P.A.
Jacqueline Naumann   Facility Manager, Vesta Property Services
Lourens Erasmus     Field Operations Manager, Vesta Property Services
Dan Fagen            Director of Operations, Vesta Property Services
Jay King             Regional Vice President, Vesta Property Services
Billy Buerki        Representative, BrightView Landscaping

Public via Teleconference  Present

FIRST ORDER OF BUSINESS       Call to Order

Mr. Fleming called the meeting to order at 10:02 a.m. and read the roll call.

SECOND ORDER OF BUSINESS       Public Comments

Comments and questions regarding possible assessment refunds.

Comments regarding the closing of the facilities due to COVID-19.
THIRD ORDER OF BUSINESS
Consideration of the Board of Supervisors’ Regular Meeting held on March 12, 2020

Ms. Tarfa stated that she was not in favor of the trash can that will be placed on private property. The Twelfth Order of the minutes will be corrected to reflect her vote.

On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board approved the minutes of the Board of Supervisors’ Regular Meeting held March 12, 2020, as amended, for Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS
Consideration of the Audit Committee Meeting held on March 12, 2020

On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board approved the May 12, 2020 Audit Committee Meeting minutes for Heritage Landing Community Development District.

FIFTH ORDER OF BUSINESS
Ratification of the Operation and Maintenance Expenditures for February 2020

On a motion by Mr. Fernandez, seconded by Mr. Taylor, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2020 in the amount of $104,939.74 for Heritage Landing Community Development District.

SIXTH ORDER OF BUSINESS
Staff Reports

A. District Counsel
Mr. Haber updated the Board that there was new Legislation that has passed but still requires the Governor to approve which would remove specific website requirements, like agenda material, the public facilities report and the actual audit. He will continue to monitor if/when they go into effect.

Mr. Haber noted that he is going to draft an easement for the trash can that will be installed onto private property. He stated this should provide the ability for insurance coverage to transfer. Ms. Dobbins stated that she will have the District Insurance agent review the easement to make sure the District was covered.

B. Landscape and Maintenance
1.) BrightView Landscape Report, April, 2020 (Under Separate Cover)
Mr. Buerki reviewed his report (Exhibit A). He also stated he could have an update on the alternative weed control results and cost at the next meeting and that the Silver Glen project is back on schedule to have sod on May 1, 2020.

Mr. Fernandez requested that BrightView review Swallow Tail where the rocks were and to submit a proposal for sod replacement behind the pool area.
C. **Amenity Center and Field Maintenance**

1.) **Amenity Manager Report, April 10, 2020**

Ms. Naumann noted that reports regarding weekly projects and/or community events have been sent out on an on-going basis.

2.) **Field Maintenance Report, April 10, 2020 (Under Separate Cover)**

Mr. Erasmus provided an update on on-going maintenance projects and the status of pre-approved projects by the Board.

Discussions ensued regarding removing one smaller tree that has branches touching the amenity roof which is contributing to rodents having access to the building. The board directed for the tree to be removed.

After discussion of the décor of the gym the Board directed the staff to look into options and pricing to replace lighting and ways to make it look a bit more modern for the Board to review at the next meeting.

D. **District Manager**

Ms. Dobbins noted that the next meeting is set for 6:00 p.m. but asked the Board if the meeting still needed to be held virtually if they would prefer to stick with the 10:00 a.m. time slot. The Board agreed to keep the early time if held virtually.

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**SEVENTH ORDER OF BUSINESS**

**Discussion Regarding Vesta Property Services During VVID-19**

Mr. King reviewed staffing, current operations and plan for reopening (when it was deemed safe to do so).

After discussions the Board directed Vesta to drop the Lifestyle fee immediately until further notice, Front Office Staff was cut 25% in April 2020, which will go down 50% in May 2020, Lifeguards are not being provided until further notice and Janitorial Service has been dropped.

Vesta requested guidance if they could use employees out of their scope, if needed. It was determined this was something that was not needed to be approved at this time and if there is a need for Vesta to bring back specific request or detail on what the staff would be doing at the next meeting.

Vesta acknowledged they will continue to work with the Chairman, District Manager and Counsel as they have been if/when there is a decision needed for a reopening timeline prior the next meeting.

Lastly, Vesta reviewed for the Board that they have decided to pay the Lifeguards at Heritage Landing for the full week of Spring Break for which they were scheduled. They noted it was due to no control of their own the Lifeguards couldn’t work the entirety of the week due to the closures of the pools because of COVID-19. Vesta requested if the Board would consider reimbursing them for those paid hours. Discussions ensued.
The Board voted on reimbursing Vesta for the full amount of $2,559.00. The vote failed due to lack of in favor votes.

The Board voted on reimbursing Vesta for half the amount totaling $1,279.50. The vote passed with having a majority vote by Mr. Fleming, Mr. Och and Ms. Tarfa. Mr. Fernandez and Mr. Taylor were opposed.

EIGHTH ORDER OF BUSINESS Supervisors Request

The Board discussed opening up all athletic fields and CDD sidewalks.

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the approved opening the athletic fields and District owned sidewalks, but staying under social distancing policies and no group/organized sports are permitted on the fields for Heritage Landing Community Development District.

Mr. Fernandez requested that Counsel review a possible change in the Rules of Procedure to require a majority vote regarding if a meeting should be cancelled or not. The Board voted and by majority vote the Board approved Counsel to do this initial review. Mr. Fleming was opposed.

NINTH ORDER OF BUSINESS Adjournment

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board adjourned the meeting at 1:30 p.m. for Heritage Landing Community Development District.
Exhibit A
Heritage Landing Landscape Report

Attention: Melissa Dobbins, Heritage Landing Board Members

Grounds Maintenance

- Crew mowing schedule has returned to weekly mowing as of April 1st. Bahia lake banks are being mowed bi-weekly.
- Systemic Insecticide, Systemic Fungicide and Growth regulator was applied to shrubs on the week ending April 11th. This will promote healthy growth of the shrubs throughout the community.
- We had a huge push of the smilac vines in shrubs throughout the community over the past month. This does occur every year as the root to these vines are entangled within the plant roots of the shrubs making it very difficult to fully eradicate. We have been working on rotations each week to suppress these vines and will continue our efforts. These vines become much less aggressive after the initial spring push.
- Field manager and crew are performing weekly spray rotations to control the populations of bed weeds on site. Organic weed killer is being used at the Amenity areas.

Agronomy

- Turf weed application was made at the beginning of April. Our granular turf fertilization has been delayed due to weather conditions but is scheduled to be completed by April 22.
- All flowers were fertilized with a high grade granular fertilized as well as treated with systemic insecticide and fungicide to promote healthy growth of the annual flowers.

Landscaping

- Spring Flowers were installed along with the approved annual soil mix application. We created a new bed near the roundabout and Silverglen as previously discussed.
Tab 2
Operation and Maintenance Expenditures
March 2020
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2020 through March 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:  $100,116.53

Approval of Expenditures:

________________________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
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<th>Vendor Name</th>
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<th>Invoice Number</th>
<th>Invoice Description</th>
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# Heritage Landing Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2020 Through March 31, 2020

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Report Total                                                                                     $100,116.53
Tab 3
RESOLUTION 2020-04

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

WHEREAS, the Heritage Landing Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within St. Johns County, Florida; and

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

Section 1. Bob Schleifer is appointed Secretary

Section 2. This Resolution and any prior resolutions of the District shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded, and repealed.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14th DAY OF MAY, 2020.

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY
RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2004-23 DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT’S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Heritage Landing Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") previously adopted Resolution 2004-23 which designated the authorized signatories for the District’s operating bank account(s); and

WHEREAS, the Board desires to amend Resolution 2004-23 include the Assistant Treasurer as an authorized signatory for the operating bank account(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. Resolution 2004-23 is hereby amended to include the Assistant Treasurer as an authorized signatory for the operating bank account(s) of the District.

Section 2. All other provisions of Resolution 2004-23 shall remain unchanged and in full force and effect.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of May, 2020.

ATTEST: HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

_________________________________  _______________________________________
Secretary/Assistant Secretary        Chairman/Vice Chairman
STAFF REPORTS
District Counsel
District Engineer
SECURITY UPDATE
Tab 5
Board members,

We have no significant updates or new information to report to the board this month. Our focus has been on accommodating any special requests that have been made by our clients while we navigate through the virus situation. We’ve been fortunate company-wide to not have had any major issues. We’ve been staggering our management staff in our office and have also been working remotely. We are getting back to normal in terms of office hours, operations, etc., and anticipate fully reopening on Monday, May 18. Each community/client has been unique in their expectations of our security team during this unusual time. In regard to Heritage Landing, the amenities center being closed have left things very quiet there.

As always, please do not hesitate to contact me should you have any questions or concerns.

Respectfully submitted,

Joshua Potts
Director of Operations
Landscape and Maintenance
Tab 6
# Quality Site Assessment

## General Information

**Property Name:** Heritage Landing @ WGV  
**Date:** Monday, May 04, 2020  
**Next Inspection Date:** Monday, June 01, 2020  
**Client Attendees:**  
**Brightview Attendees:** William Buerki

## CUSTOMER FOCUS AREA:

Amenities, Heritage Landing pkwy, Common elements

## MAINTENANCE ITEMS:

1. Dead foliage at the base of the Liriope in the pool area needs to be removed.
2. Overall weed control in turf areas is good with the exception of Dalis grass on the entry side as you approach the roundabout as well as the corner of Heritage Landing Parkway and Silver Glen. Maintenance crew will be working with hort team remove mechanically.(by hand).
3. Turf color is minorly lacking. Will allow additional five days for fertilizer to take affect and then reevaluate turf color.
4. Spring Flowers are performing well throughout the site.
5. Turf color is off on athletic field. Field was fertilized and treated for weeds on April 30. Will reevaluate color in the coming weeks.
6. Palm debris needs to be removed from plant beds in the pool area

## RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

1. Developed pricing to De-boot the palm trees to limit the amount of debris throughout the year in the pool area.
2. Install PVC piping to contain sand within the volleyball area.
3. Install 120 Confederate Jasmine to fill bare space on the island as you approach the Amenity Center.
4. Proposing to install fresh pine straw in Plante bed area along Silverglen near the lift station.
5. Developed a proposal for aerification and top dressing of athletic Fields. This project will help us establish a crown in the center of the field as well as combat our compaction issues and promote lateral growth to fill-in bare areas.
6. Had my arborist develop a comprehensive report with recommendations for tree removals along preserve areas along Marjories and Rivers Own. Also had the arborist evaluate the preserve along the back of enterprise and river lagoon as these trees are also in close proximity to the homes.

## NOTES TO OWNER/CLIENT:

1. The maintenance crew is continuing to aggressively battle the smilac vine in shrubs throughout the property. We have gained substantial ground and will continue with our weekly rotations over the next few weeks to reach expectation.
2. I will be reevaluating turf color in the common areas as well as the athletic fields next week. The recent turf fertilization should take full effect by then. I will schedule a re-treatment for any deficiencies as needed.
Dead foliage at the base of the Liriope in the pool area needs to be removed.

Overall weed control in turf areas is good with the exception of Dallis grass on the entry side as you approach the roundabout as well as the corner of Heritage Landing Parkway and Silver Glen. Maintenance crew will be working with hort team remove mechanically (by hand).

Turf color is minorly lacking. Will allow additional five days for fertilizer to take affect and then reevaluate turf color.

Spring Flowers are performing well throughout the site.
Turf color is off on athletic field. Field was fertilized and treated for weeds on April 30. Will reevaluate color in the coming weeks.

Palm debris needs to be removed from plant beds in the pool area.

Developed pricing to De-boot the palm trees to limit the amount of debris throughout the year in the pool area.

Install PVC piping to contain sand within the volleyball area.
Recommendations for Property Enhancements

Install 120 Confederate Jasmine to fill bare space on the island as you approach the Amenity Center.

Proposing to install fresh pine straw in Plante bed area along Silverglen near the lift station.
Tab 7
Consideration of BrightView Proposals
Proposal for Extra Work at Heritage Landing @ WGV

Property Name: Heritage Landing @ WGV
Property Address: 232 Silver Glen Ave, Saint Augustine, FL 32092
Contact: Melissa Dobbins
To: Heritage Landing CDD
Billing Address: c/o Rizzetta and Company 2806 N 5th St Unit #403, Saint Augustine, FL 32084

Project Name: General Tree
Project Description: Removals in preserve on back of Marjories, Rivers Own, Indian River and Heritage Landing Pkwy

Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Remove and flush cut 20 dead pine trees located in preserve on Marjories from Steamboat to the athletic field.</td>
<td>$3,640.00</td>
<td>$3,640.00</td>
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<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Remove 3 leaning Pine trees (Marked with double Orange ribbon) located from pump to baseball field</td>
<td>$1,610.00</td>
<td>$1,610.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Remove and flush cut large pine tree (marked with orange ribbon) located from pump to baseball field. The tree has a double top</td>
<td>$1,960.00</td>
<td>$1,960.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Drop dead pine tree at 2017 Rivers own</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Left hand side of Heritage Landing Pkwy just before roundabout drop 2 dead pine trees in preserve</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Left hand side of Heritage Landing Pkwy before Roundabout by lightpole drop 2 dead pine trees in preserve</td>
<td>$280.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>By pond 937 Indian River remove 4 dead pine trees and 1 dead Cedar</td>
<td>$1,400.00</td>
<td>$1,400.00</td>
</tr>
</tbody>
</table>

Total Price: $9,590.00

THIS IS NOT AN INVOICE
This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of $150.00 and billed to Client/Owner.

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

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions or to next to the bottom of the tree trunk. Additional charges will be levied for unsaws hazards such as, but not limited to concrete, brick, fire hydrants, metal rods, etc. If requested mechanical girding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Services Alert to locate underground utility lines prior to start of work. Contractor is not responsible for 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 Client/Owner's expense.

16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of the Contract
Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. 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 30 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: DM

Signature: [Signature]

Melissa Dobbs: May 07, 2020

Printed Name: [Printed Name]

BrightView Landscape Services, Inc. "BrightView"

Account Manager: Exterior

Signature: [Signature]

William Buerci: May 07, 2020

Printed Name: [Printed Name]

Job #: 346102023

Proposed Price: $9,590.00

SO #: 7210405
Proposal for Extra Work at Heritage Landing @ WGV

Property Name: Heritage Landing @ WGV  
Property Address: 232 Silver Glen Ave  
Saint Augustine, FL  32092  
Contact: Melissa Dobbins  
To: Heritage Landing CDD  
Billing Address: c/o Rizzetta and Company 2806 N 5th St  
Unit #403  
Saint Augustine, FL  32084

Project Name: General Tree  
Project Description: Vine removal in preserve area behind homes on Marjorie

Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Cut vines at base of trees and at 10 feet high and allow them to die out. Work will be performed behind all houses on Marjories. 3 man crew 2 days</td>
<td>$5,040.00</td>
<td>$5,040.00</td>
</tr>
</tbody>
</table>

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This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to therein. All materials shall conform to said 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 and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on materials supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agent and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined here in these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

8. Additional Services: Any additional work not shown in the specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of site 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 owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by either party with or without cause, upon seventy (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that Contractor shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The prices quoted in this proposal for the work described, are the result of 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 Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions or to next to the bottom of the tree trunk. Additional charges will be levied for unserviced hazards such as, but not limited to concrete, brick, fences, 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 Client/Owner. Defined basalt and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Services Alert to locate underground utility lines prior to start of work. Contractor is not responsible for 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 Client/Owner’s expense.

16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent, (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract
Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorney fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. 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 30 days after billing.

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

Customer

Signature:

Title:

Melissa Dobkins
May 07, 2020

Printed Name:

Date:

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature:

Title:

William Buelti
May 07, 2020

Printed Name:

Date:

Job #:

346102023

Proposed Price: $5,040.00

SO #:

7210416
Proposal for Extra Work at
Heritage Landing @ WGV

Property Name: Heritage Landing @ WGV
Property Address: 232 Silver Glen Ave
                     Saint Augustine, FL 32092
Contact: Melissa Dobbins
To: Heritage Landing CDD
Billing Address: c/o Rizzetta and Company 2806 N 5th St
                Unit #403
                Saint Augustine, FL 32084

Project Name: General Tree
Project Description: Deboot all Sabal Palms in pool area.

Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Deboot all Sabal Palms in pool area. Leave 1 foot of boots. Remove and dispose of all generated debris</td>
<td>$4,060.00</td>
<td>$4,060.00</td>
</tr>
</tbody>
</table>

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.

11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

For internal use only
SO# 7210424
JOB# 346102023
Service Line 300

Total Price $4,060.00
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 the specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or as applicable in tree management. The workforce shall be competent and qualified, and 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 and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Workers’ Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor’s work to the extent such liabilities are adjudicated to have been caused by Contractor’s negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined and these caused by windstorms, hail, fire, flood, earthquakes, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any legal trespass, claims or damages resulting from work requested that is not on properly owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

8. Additional Services: Any additional work not shown in the specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other facilities related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by the either party with or without cause, upon written notice given. Upon written notice, Client/Owner shall be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representatives to each other with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that this consent shall not be required to assign this Agreement to any company which shall be controlled, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The prices quoted in this proposal for the work described, or 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 and damages 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 Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unsafe hazards such as, but not limited to: concrete, brick, trees, metal rods, etc. If requested mechanical grading of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined basaltic and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Services Alert to locate underground utility lines prior to start of work. Contractor is not responsible for 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 Client/Owner’s expense.

16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of the Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment shall be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorney’s fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

Customer

Signature: DM
Title:

Melissa Dobbs
May 07, 2020
Printed Name: Melissa Dobbs
Date: May 07, 2020

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature: DM
Title:

William Buerti
May 07, 2020
Printed Name: William Buerti
Date: May 07, 2020

Job #: 346102023 Proposed Price: $4,060.00
SO #: 7210424
# Proposal for Extra Work at Heritage Landing @ WGV

## Property Information
- **Property Name:** Heritage Landing @ WGV
- **Property Address:** 232 Silver Glen Ave, Saint Augustine, FL 32092
- **Contact:** Melissa Dobbins
- **To:** Heritage Landing CDD
- **Billing Address:** c/o Rizzetta and Company 2806 N 5th St Unit #403, Saint Augustine, FL 32084

## Project Information
- **Project Name:** General Tree 3-9-20
- **Project Description:** Pruning and removal of specified trees

## Scope of Work

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<thead>
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<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Item A- Removal of 2 Declining Oak trees between athletic fields</td>
<td>$672.00</td>
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<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Item B- Pruning of 3 Oak trees between athletic fields</td>
<td>$630.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Item C- Removal of Dead Pine Tree</td>
<td>$175.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Item D- Removal of Dead Pine Tree</td>
<td>$175.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Item E- Aggressive pruning away from light and tennis court</td>
<td>$210.00</td>
<td>$210.00</td>
</tr>
</tbody>
</table>

**Total Price:** $1,862.00

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**For internal use only**

- **SO#:** 7165726
- **JOB#:** 346102023
- **Service Line:** 300

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**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.

11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
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 said 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 and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor’s work to the extent such liabilities are adjudicated to have been caused by Contractor’s negligence or wilful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as these caused by windstorm, hail, fire, flood, earthquakes, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of site and where Contractor is to perform work as required by the Contract or other functions related thereto, during regular business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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Customer

Signature: DM
Title:

Melissa Dobbs

May 04, 2020

Printed Name: Melissa Dobbs
Date: May 04, 2020

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature: Tg
Title:

William Buerki

May 04, 2020

Printed Name: William Buerki
Date: May 04, 2020

Job #: 346102023

Proposed Price: $1,862.00

SO #: 7165726
Proposal for Extra Work at Heritage Landing @ WGV

Property Name: Heritage Landing @ WGV  
Property Address: 232 Silver Glen Ave  
                     Saint Augustine, FL 32092  
Contact: Melissa Dobbins  
To: Heritage Landing CDD  
Billing Address: c/o Rizzetta and Company  
                 2806 N 5th St  
                 Unit #403  
                 Saint Augustine, FL 32084

Project Name: Mulch  
Project Description: Install Fresh Pinestraw in plant bed in front of natural area on Silverglen

Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
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<th>Material/Description</th>
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</thead>
<tbody>
<tr>
<td>210.00</td>
<td>EACH</td>
<td>Bales of Pines-Straw Installed</td>
</tr>
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</table>

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.

For internal use only

SO# 7206621  
JOB# 346102023  
Service Line 160  
Total Price $1,859.26

THIS IS NOT AN INVOICE

11530 Davis Creek Court, Jacksonville, FL 32256  
(904) 292-0716  
(904) 292-1014
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Customer

DM

Signature: Title:

Melissa Dobbins

May 04, 2020

Printed Name: Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

William Buerki

May 04, 2020

Printed Name: Date

Job #: 346102023

Proposed Price: $1,859.26

SO #: 7206621
Proposal for Extra Work at Heritage Landing @ WGV

Project Name: Jasmine Fill in On Heritage Landing Parkway and Island tip near River's Own Road
Project Description: Landscape Enhancements

### Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Jasmine Fill In on Heritage Landing Parkway:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Prep Bed by removing any declining jasmine. Grade out bed and deep edge all hardscapes and bed edges.</td>
<td>$135.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>120.00</td>
<td>EACH</td>
<td>Confederate Jasmine 1 gal. - Installed</td>
<td>$6.05</td>
<td>$725.76</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Inspection, enhancement and/or adjustments to provide proper coverage to all specified areas</td>
<td>$90.00</td>
<td>$90.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Island Tip Near Rivers Own Road:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td>Prep Bed by removing any declining jasmine. Grade out bed and deep edge all hardscapes and bed edges.</td>
<td>$270.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>8.00</td>
<td>EACH</td>
<td>Burfordii Holly 3 gal. - Installed</td>
<td>$14.45</td>
<td>$115.60</td>
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<tr>
<td>7.00</td>
<td>EACH</td>
<td>Flax 3 gal. - Installed</td>
<td>$15.52</td>
<td>$108.64</td>
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<tr>
<td>1.00</td>
<td>CUBIC YARD</td>
<td>Gold Mulch - Installed</td>
<td>$29.46</td>
<td>$29.46</td>
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<tr>
<td>500.00</td>
<td>SQUARE FEET</td>
<td>St Augustine Sod - Installed</td>
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<td>$473.10</td>
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<td>1.00</td>
<td>LUMP SUM</td>
<td>Inspection, enhancement and/or adjustments to provide proper coverage to all specified areas</td>
<td>$.00</td>
<td>$.00</td>
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**Total Price:** $1,947.56

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.

For internal use only

<table>
<thead>
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<td>346102023</td>
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<tr>
<td>Service Line</td>
<td>130</td>
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</table>

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.

11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to therein. All materials shall conform to said specifications.

2. Work Force: Contractor shall designate a qualified representative in landscape maintenance/construction upgrades or whenever applicable in tree management. The work force 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 and permit requirements of the City, State and Federal Governments, as well as all other regulatory requirements.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor’s work to the extent such liabilities are adjudicated to have been caused by Contractor’s negligence or willful misconduct. Contractor shall not be liable for any injury that occurs from Acts of God are defined as those caused by windstorm, flood, fire, flood, earthquake, hurricane and freezing, etc. Except for these circumstances, Contractor shall have the right to negotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

8. Additional Services: Any additional work not shown in the specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of site 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 practiced by an owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill shall be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.

11. Termination: The Work Order may be terminated by the either party with or without cause, upon the written seven (7) days advance written notice. Client/Owner will be required to pay for all materials purchased and work performed to the date of termination and reasonable charges incurred in demobilization.

12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that Contractor shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or if 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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Acceptance of this Contract

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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: Property Manager

Title:  

Name: Melissa Dobbins  

Date: February 01, 2019

BrightView Landscape Services, Inc. "BrightView"

Enhancement Manager

Signature:  

Title:  

Name: James Chadwick Knight  

Date: February 01, 2019

Proposed Price: $1,947.56

Job #: 346102023  

SO #: 6843078
Proposal for Extra Work at Heritage Landing @ WGV

Property Name: Heritage Landing @ WGV
Property Address: 232 Silver Glen Ave
Saint Augustine, FL 32092

Contact: Melissa Dobbins
To: Heritage Landing CDD
Billing Address: c/o Rizzetta and Company 2806 N 5th St Unit #403
Saint Augustine, FL 32084

Project Name: Jasmine Fill in On Heritage Landing Parkway and Island tip near River's Own Road
Project Description: Landscape Enhancements

## Scope of Work

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1.00</td>
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<td>$135.00</td>
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<td>$6.05</td>
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<td>$725.76</td>
</tr>
<tr>
<td>1.00</td>
<td>Inspection, enhancement and/or adjustments to provide proper coverage to all specified areas</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total Price: $1,676.52

THIS IS NOT AN INVOICE

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
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Proposal for Extra Work at Heritage Landing @ WGV

Property Name: Heritage Landing @ WGV
Property Address: 232 Silver Glen Ave
Saint Augustine, FL 32092
Contact: Melissa Dobbins
To: Heritage Landing CDD
Billing Address: c/o Rizzetta and Company 2806 N 5th St
Unit #403
Saint Augustine, FL 32084

Project Name: Bermuda Fields 1-14-20
Project Description: Aerification, Topdressing of Athletic Fields

Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Total</th>
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<tr>
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<td>Aerification (Equip/Labor)</td>
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<tr>
<td>1.00</td>
<td>LUMP SUM</td>
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</table>

|     |          | Material (Masonry Sand)              | $5,158.00   |
| 1.00| LUMP SUM |                                      |             |
| 1.00| LUMP SUM | Topdress (Equip/Application)          |             |

Recommended May-Aug. Earlier the better. Will be dictated by schedule of Athletic Events

For internal use only
SO# 7123219
JOB# 346102023
Service Line 130

Total Price $8,908.00

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Customer

DM

Signature: Title:

Melissa Dobkins
May 04, 2020

Printed Name: Date:

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature: Title:

William Buergi
May 04, 2020

Printed Name: Date:

Job #: 346102023
Proposed Price: $8,908.00

SO #: 7123219
Proposal for Extra Work at
Heritage Landing @ WGV

Proposed by
Melissa Dobbins

Heritage Landing CDD

Contact

To

Billing Address
c/o Rizzetta and Company 2806 N 5th St
Unit #403
Saint Augustine, FL  32084

Property Name  Heritage Landing @ WGV
Property Address  232 Silver Glen Ave
                  Saint Augustine, FL  32092

Project Name  Bermuda Fields  1-14-20
Project Description  Aerification, Topdressing of Athletic Fields

Scope of Work

<table>
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<th>Material/Description</th>
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<tr>
<td>Aerification (Equip/Labor)</td>
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<td>$3,750.00</td>
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<td>Material (Masonry Sand)</td>
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<td>Topdress (Equip/Application)</td>
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<td>LUMP SUM</td>
<td></td>
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Recommended May-Aug. Earlier the better. Will be dictated by schedule of Athletic Events

May 04, 2020

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Customer

DM

Signature

Title

Melissa Dobkins

May 04, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

William Buerni

May 04, 2020

Printed Name

Date

Job #: 346102023

Proposed Price: $8,908.00

SO #: 7123219
# Proposal for Extra Work at Heritage Landing @ WGV

**Property Name**
Heritage Landing @ WGV

**Property Address**
232 Silver Glen Ave  
Saint Augustine, FL 32092

**Contact**
Melissa Dobbins

**To**
Heritage Landing CDD

**Billing Address**
c/o Rizzetta and Company  
2806 N 5th St  
Unit #403  
Saint Augustine, FL 32084

**Project Name**
Volleyball/Picnic Area

**Project Description**
Use herbicide to eliminate mixed turf in specified area (Volleyball/Picnic)  
Install St Augustine sod

## Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Mobilization of crew and materials. Treat area with herbicide 14 days prior to install. Cut out and remove existing material grade soils to plant ready.</td>
<td>$1,440.00</td>
<td>$1,440.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td></td>
<td>$1,440.00</td>
<td>$1,440.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>St Augustine Sod Installed</td>
<td>$0.97</td>
<td>$4,842.50</td>
</tr>
<tr>
<td>5,000.00</td>
<td>SQUARE FEET</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Adjust timers and heads to ensure survival of new material</td>
<td>$135.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LUMP SUM</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Price**

$6,417.50

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.

11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to hereinafter. All materials shall conform to but specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/renovation upgrades or as 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 and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work is at the discretion of the Client/Owner.

7. Subcontractors: Contractor reserves the rights to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will be charged extra over and above the estimate.

9. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site 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 in a reasonably practical manner after the owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner shall be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilization.

12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representatives to one another with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that contractor 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 or affiliation or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The prices quoted in this proposal for the work described, at 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 incident/accident 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 Owner. If the Client/Owner must engage a licensed engineer; architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unsafe hazards such as, but not limited to concrete, brick, railroad ties, 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 Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Services Alert to locate underground utility lines prior to start of work. Contractor is not responsible for 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 Client/Owner's expense.

16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of the Contract: Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 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: DM
Signature: Title:
Melissa Dobbins: May 04, 2020
Printed Name: Date:
BrightView Landscape Services, Inc. "BrightView"
Account Manager Exterior
Signature: Title:
William Buerki: May 04, 2020
Printed Name: Date:
Job #: 346102023 Proposed Price: $6,417.50
SO #: 7206865
Proposal for Extra Work at Heritage Landing @ WGV

Property Name: Heritage Landing @ WGV
Property Address: 232 Silver Glen Ave
                   Saint Augustine, FL 32092
Contact: Melissa Dobbins
To: Heritage Landing CDD
Billing Address: c/o Rizzetta and Company 2806 N 5th St
                  Unit #403
                   Saint Augustine, FL 32084

Project Name: Volleyball Court
Project Description: Install PVC Pipe to contain the Volleyball Sand

Scope of Work

<table>
<thead>
<tr>
<th>QTY</th>
<th>UoM/Size</th>
<th>Material/Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prep</td>
<td>LUMP SUM</td>
<td>Mobilization of crew and materials. Trench area around the Volleyball Court for installation of PVC</td>
<td>$630.00</td>
<td>$630.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install</td>
<td>EACH</td>
<td>8&quot; Schedule 40 PVC Installed- (20' Sections)</td>
<td>$148.94</td>
<td>$1,638.33</td>
</tr>
<tr>
<td></td>
<td>EACH</td>
<td>8&quot; Schedule 40 PVC 90's- (Installed on corners)</td>
<td>$109.42</td>
<td>$437.67</td>
</tr>
<tr>
<td></td>
<td>EACH</td>
<td>8&quot; Schedule 40 PVC Couplers Installed</td>
<td>$37.99</td>
<td>$227.93</td>
</tr>
</tbody>
</table>

Subtotal: $2,933.93

For internal use only

SO#: 7206689
JOB#: 346102023
Service Line: 130

THIS IS NOT AN INVOICE
This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of $150.00 and billed to Client/Owner.

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

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions or to next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete, brick, fire hydrants, metal rods, etc. If requested mechanical grading of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Services Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner’s expense.

16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of the Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys’ fees and shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1 1/2% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

Customer

Signature:      Title:      
DM

Melissa Dobkins
May 04, 2020

Printed Name: Date:      
BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature:      Title:      
William Buorki
May 04, 2020

Printed Name: Date:      
Job #: 346102023  Proposed Price: $2,933.93
SO #: 7206689
Update on Alternative Weed Control
Amenity Center
and Field Maintenance
Tab 8
## In Progress

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Researched industry standards for vending machines &amp; search out alternative vendors.</td>
<td>Have information to be presented</td>
</tr>
<tr>
<td>Found “signage” for basketball court area to post on sidewalk for pedestrians.</td>
<td>Have information to be presented</td>
</tr>
</tbody>
</table>

$11.99 each (x2)

## Re-Open Timeline

<table>
<thead>
<tr>
<th>Task</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seek entertainment for a Grand Re-Opening Event</td>
<td>Pushed out until full reopen</td>
</tr>
<tr>
<td>Contact furloughed employees of opening date and determine their desire to return</td>
<td>Furloughed employees have been reinstated.</td>
</tr>
<tr>
<td>Finalize positions needed to bring us to high season staffing</td>
<td>See Re-opening Plan</td>
</tr>
<tr>
<td>Reach out to all FA’s to make sure all are available for reopen / availability</td>
<td>Confirmed all staff is returning to full capacity</td>
</tr>
<tr>
<td>Complete onboarding for essential personnel to staff opening week</td>
<td></td>
</tr>
<tr>
<td>Contact Lifeguards to be prepared for scheduling / find out availability</td>
<td>Lifeguards will be used in addition to facility attendants to help with sanitizing and social distancing.</td>
</tr>
<tr>
<td>Finalize schedules for first two weeks</td>
<td>Availability has been requested of staff.</td>
</tr>
</tbody>
</table>
Fitness Center Upgrades

1. Feature Wall Color - On Right Above Mirror - $20.00
2. Purchase Wall Stickers in White - $80.00
3. Trim 4" of Blue Above Mirror and windows @ the Room - $20.00
4. Change Out lights (7 lights) (ranges from $35-$150 ea) - $350.00
5. Installation of Lighting - ?
6. Replace Rubber Floor Trim molding ($18 20') - $60.00
7. Change Out Ceiling Fans Blades for White (optional) (ranges from $13-$40 (5pk) - $250.00
8. Paint entire gym Bright White - $50.00

Sub-total Price of Project - $830.00

(Price Does NOT include Installation of lighting if needed)

Inspirational Wall Stickers:

Gym Feature Wall Color Options:
Lighting Options:

- $70 for 2
- $60 for 1
- $125 for 1

Floor Molding Replacement:

Fan Replacement Blades: (Need to find the correct match, but this is an example)
Tab 9
Heritage Landing
Field Operations Manager Report

Date of report: 5/4/2020
Submitted by: Lourens Erasmus

Field operations and maintenance items:

- We sent the trash can agreement to the resident at 765 Flowers Street, waiting to hear back if they have any questions or concerns.
- Truly Nolan completed the exclusion work and is periodically checking the traps in the roofs.
- General maintenance around the facility continues.

Maintenance Pictures:

Men’s and women’s bathroom walls were painted.

Trimmed palm trees and pines that were touching the slide and impeding with the lifeguards vision of the pool.
The spray features pump coffin had a leak allowing sand and water to get in. We drained the water, dug out the sand and sealed all open areas we could find.

We completed weather proofing the playground play features.

Replaced a deteriorated floor plank at the tennis court bathroom.

Removing dead tree at RV lot and cutting limbs that were hanging over the fence.
Cleaning the return vent in the gym.

Treating and cleaning coquina rock in the pool area.

Cleaning, pressure washing and touch up paint around the amenity center and slide tower.
District Manager
Tab 10
April 16, 2020

Heritage Landing CDD
Rizzetta & Company
Attn: Melissa Dobbins
2806 North Fifth Street, Unit 403
St. Augustine, FL 32084

Dear Ms. Dobbins:

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

Heritage Landing CDD

2,497 registered voters in St. Johns County

VERYIMPORTANT REMINDER: Qualifying for state and local candidates will occur between Noon: June 8th and Noon: June 12th. Please have any interested candidates contact our office for qualifying information.

Please contact us if we may be of further assistance.

Sincerely,

Vicky Oakes
Supervisor of Elections

VO/ew
BUSINESS ITEMS
Tab 11
Dear Board members.
During our March meeting we had some discussion around contracting with McVeigh and Mangum to provide engineering services for our slide repairs. I reached out to them to provide me with a proposal and possible (in a perfect world) timeline.

**The proposal**
It’s attached with a breakdown of their fees and the scope of work that will be performed.

**Time line.**
Tim Moore sent me per email a possible time line
"Lourens,
Here’s the proposed schedule for this project:

- 2 weeks from approval of proposal to schedule site visit
- 6 weeks to prepare repair drawings
- 4 weeks for CDD review of drawings & MME to provide responses
- 4 weeks for Bidding of project
- 2 months for permitting of the project

I think some of these timelines are conservative but it all depends on when CDD meetings fall with respect to submittal dates and the capability of the Building Dept. to review the drawings."*(On this topic we asked him if it is necessary to get the county involved and he mentioned that it is since there might be some changes to the original design)*

To start construction early November they would need approval of their proposal by May 14, so that they can schedule their site visit and be able to prepare the repair drawings.
March 20, 2020

Mr. Laurens Erasmus  
Heritage Landing  
370 Heritage Landing Parkway  
St Augustine, FL 32092  
lerasmus@vestapropertyservices.com

Re: Heritage Landing Slide Tower Repairs  
St. Augustine, FL

Dear Mr. Erasmus:

We appreciate this opportunity to present a proposal to provide engineering services for the above-referenced project.

DESCRIPTION OF PROJECT

It is understood that the project is for the repairs to the slide Heritage Landing. This project will provide drawings for the recommended repairs noted in the condition report dated March 4, 2020. Our office prepared the original design documents as part of project number 03045 and a previous observation report as part of project number 10035.

SCOPE OF WORK

The scope of work is to provide structural engineering services for the design and production of construction documents for the repairs of the slide tower. Our fee includes one site visit with 2 engineers during the design phase. We have also included construction phase services limited to shop drawing review, response to contractor questions, and up to 3 site visits.

Structural design services will include framing plans, sections and details required to repair the structural components of the slide tower.

SERVICES NOT INCLUDED IN BASIC FEE

The following items are not included in the basic services outlined herein: any activities beyond document preparation and construction phase services outlined above; project representation and construction observation on a full-time basis, or to any greater degree than that described herein; work by other architectural and engineering disciplines other than listed above; changes to the project design at the direction of the owner if the direction for such change requires revision to prior approved design; threshold or special inspections; pre-engineered product design such as prefabricated metal buildings, wood trusses and steel joists; site structures; design of temporary or permanent shoring or tie-back systems; lightgage metal design; curtain wall systems or their connections to structure; tilt-up concrete wall design / embed drawings unless specifically included in scope of work herein; fire protection drawings other than outlined herein; commissioning services unless specifically included in the scope of work herein; design effort for emergency generators or chilled water plants unless specifically included in the scope of work herein; design services and documentation required for LEED certification; alternate
designs; as-built documentation; Revit modeling beyond LOD 300 (as defined by BIMForum) for structural modeling and beyond LOD 200 for other discipline modeling; delivery of construction document CAD or Revit files, except for the design teams sole use; reproduction of bid documents, electronically submitted shop drawings, permit documents, or multiple review sets; design updates necessary to accommodate building code revisions which would be unreasonable to expect to anticipate at the onset of design; or rational analysis, special inspection and commissioning of smoke evacuation systems.

FEE

Compensation for our services as outlined above shall be a lump sum fee as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Construction Documents</th>
<th>Construction Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Engineering</td>
<td>$9,400.00</td>
<td>$3,100.00</td>
</tr>
</tbody>
</table>

Site visits, in addition to the number stated in the scope of work outlined above, and any additional services outside the scope of work outlined above shall be charged on the basis of our standard hourly rates in effect at the time the additional services are performed. The standard hourly rates are currently as follows:

- Principal: $230.00
- Department Manager: $190.00
- Senior Engineer: $165.00
- Lead Engineer/Sr. Designer: $145.00
- Engineer/Designer: $135.00
- Jr. Engineer/Designer: $115.00
- BIM/CADD Operator: $100.00
- Administrative: $75.00

Invoicing for services will be monthly. The proposed financial arrangements are on the basis of prompt payment of invoices within 60 days and the orderly and continuous progress of the project. If basic services have not been completed within 24 months of the date of this proposal, through no fault of McVeigh and Mangum Engineering, Inc., the engineering fee shall be equitably adjusted.

REIMBURSEMENT EXPENSES

Direct expenses incurred by the engineer due to travel more than 25 miles from our office, express mail charges, and bulk reproductions shall be considered reimbursable expenses and invoiced on the basis of actual cost plus ten percent (10%).

CIVIL ENGINEERING DRAWINGS

Delivery of signed and sealed permit documents prepared by our firm is contingent upon receipt of civil engineering plans indicating site grading and sizes/locations of all site utilities. If the architect or owner requires our engineering plans to be permitted prior to receipt of all necessary civil engineering information and subsequent revisions to our plans are required, then these changes will be considered additional services and shall be billed in accordance with the rate schedule above.

CONSTRUCTION OBSERVATION

Since exhaustive or continuous project review and observation services are outside our scope of services, we do not guarantee the performance of, and have no responsibility for, the acts or omissions of any
contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

**TERMS AND CONDITIONS**

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT’S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT**

This proposal will remain open for acceptance for a period of six (6) months from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this letter as our authorization to proceed. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc., without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

Sincerely,

____________________________________

Timothy Moore, P.E., LEED AP
For: McVeigh and Mangum Engineering, Inc.

Accepted this ________ day of __________, 2020.

By: ______________________________________
For: Heritage Landing
Exhibit A

Terms and Conditions

McVeigh & Mangum Engineering, Inc. (Design Professional) shall perform the services outlined in this letter agreement for the stated fee arrangement.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and Design Professional may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all cost of collection, including reasonable attorneys' fees. In any event, Design Professional is not obligated to provide signed and sealed design documents until payment for its construction document services is received.

Access to Site

Unless otherwise stated, Design Professional will have access to the site for activities necessary for the performance of the service.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Design Professional has reason to believe that such a condition may exist, Design Professional shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Design Professional has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnifications

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Design Professional, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the service under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Design Professional. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and Design Professional, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Design Professional's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of $50,000, the amount of Design Professional's fee (whichever is greater) or other amount agreed upon when added to the letter agreement. Such causes include, but are not limited to, Design Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Information for the Sole Use and Benefit of the Client

All opinions and conclusions of Design Professional, whether written or oral, and any plans, specifications or other documents and services provided by Design Professional are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Design Professional. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Design Professional or the Client.

Ownership of Documents
All documents produced by Design Professional under this Agreement are the instruments of Design Professional's professional service and shall remain the property of Design Professional and may not be used by the Client for any other purpose without the prior written consent of Design Professional.

**Termination of Services**
This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Certificate of Merit**
Prior to filing any claim, complaint or action against the Design Professionals, the Client must secure the written opinion of a licensed Design Professional experienced in the design of similar projects identifying all alleged errors and omissions, and the Client must provide the written opinion to the Design Professionals and allow sixty days for a reply. The Design Professionals are deemed to be intended third party beneficiaries of this provision.

**Dispute Resolution**
This agreement shall be governed by the laws of the principal place of business of Design Professional. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. The parties shall share the mediator’s fee equally. The mediation shall be held in the place where the Design Professional is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters that are not resolved by mediation shall be brought exclusively in the state or federal courts located in the county of the principal place of business of Design Professional. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**Consequential Damages**
The Client and Design Professional mutually agree to waive all claims for indirect, incidental, special and consequential damages arising from or related to the services described herein.

**Severability and Survival**
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

**No Third-Party Beneficiaries**
This Agreement gives no rights or benefits to anyone other than the Client and Design Professional and has no third-party beneficiaries. Design Professional services are defined solely by this Agreement and not by other contract or agreement which may be associated with the Project.

**Standard of Care**
Professional Services provided by the Design Professional will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the state of the project. The Client and Design Professional agree that a contingency in the amount of two percent (2%) of the cost of the work be established, as required, for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.
Tab 12
Dear Board members.

During a recent backflow inspection performed by Wayne Automatic, it was discovered that the large 8inch fire backflow located at the entrance to the amenity center off Heritage Landing parkway is defective and was reported to the county. I requested repair options and the two attached proposals from Wayne Automatic is what they offered. One is a repair option for $5,017 and the other a replacement option for $13,980. The repair has no guarantee that it is going to work and the kit is non-refundable. The second option is a complete replacement if the backflow.
THIS QUOTE IS FOR DEFICIENCIES FOUND DURING AN INSPECTION PERFORMED BY MIKE MILLER ON 3/23/20.

WAYNE AUTOMATIC TO INSTALL A REBUILD KIT ON 8" FIRE BACKFLOW THAT DID NOT PASS INSPECTION.

THE COMPLETE REBUILD KIT IS A NON-REFUNDABLE ITEM AND IS NOT A GUARANTEE TO ENSURING THAT THE DEVICE WILL PASS INSPECTION. WATER SHUTOFF FOR DEVICE MUST BE MADE AVAILABLE AND FUNCTIONAL TO SERVICE THIS DEVICE. IF ADDITIONAL LABOR OR MATERIALS ARE NEEDED, ANOTHER QUOTE WILL BE GENERATED.

UPON RECEIPT OF THIS SIGNED QUOTE, MATERIALS WILL BE ORDERED TO COMPLETE THE ABOVE SCOPE. IF FOR ANY REASON THE CANNOT BE SCHEDULED WITH THE CUSTOMER, THE MATERIAL COST WILL BE INVOICED AND MATERIALS WILL BE LEFT ONSITE.

Exclusions: The following are not included in this proposal:
- Posting, scheduling or conducting a "fire watch" due to fire system impairment(s).
- Any shut down fees associated with the scope of work.
- Damage incurred from lack of integrity of existing components.
- Concrete/Pavement/Wall/Ceilings - Cutting, Removing, Patching or Painting.
- Fire caulking.
- Painting or priming of pipe.
- Insulation of pipe or components - unless otherwise noted.
- Wiring of electrical devices.
- Asbestos Removal.
- Water quality or Adequacy of Water Supply.
- Design work / hydraulic calculations / permitting fees - unless otherwise noted.
- Additional backgrounds and design if CAD files are not provided.
- 3D/BIM design and coordination - unless otherwise noted.
- Centering of sprinkler heads in tiles - unless otherwise noted.
- Any added requests made by the AHJ.

NOTE: Buyer is aware that there may be a delay in installation due to local AHJ Review/Permitting Timelines.
- Overtime or night work - unless otherwise noted.
- Scheduling with tenants for unit access - unless otherwise noted.
  NOTE: Buyer is to schedule access with tenants - unless otherwise noted.
- Any repairs not included in scope above.

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON NEXT PAGE.

<table>
<thead>
<tr>
<th>BILL TO: Heritage Landing Cdd</th>
<th>COMPANY: Heritage Landing Community Ctr</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS: 2806 N. 5th Street</td>
<td>ADDRESS: 370 Heritage Landing Parkway</td>
</tr>
<tr>
<td>St. Augustine, FL 32084</td>
<td>St. Augustine, FL 32092</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>CONTACT:</td>
</tr>
<tr>
<td>PHONE: (904)436-6270</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

Scope of Work:

DESCRIPTION

PRICE

Materials and Labor:.......................................................................................................................... NTE TOTAL: $5,017.00

See Terms and Conditions and Total Price on Next Page.
TERMS AND CONDITIONS (DECEMBER 2018)

WAFS is referred to herein as “Seller” and the Customer is referred to as “Buyer”.

SCOPE OF UNDERTAKING. Seller will perform the services described on the first page of this Quotation/Work Order (“Quotation”) (the Work) as indicated in the Scope of Work Section. Seller will not perform the services or supply the materials or equipment described in the Exclusions above on page 1; no labor, services, equipment or materials are included in this Quotation except as specifically set forth in the Scope of Work described above. Except as specifically set forth below in the Limited Warranty, Seller makes no guaranty or Warranty that equipment or services supplied by Seller will detect or avert occurrences or the consequences therefrom that the equipment or services are designed to detect or avert. Buyer's signing of this Quotation shall create an enforceable contract between Seller and Buyer. Any alterations or additions to the Quotation made by Buyer must be initialed by Seller or shall be null and void and of no legal effect.

EQUIPMENT DISCONNECTIONS. Buyer is ON NOTICE that the system(s)/device(s) listed on the face of this Quotation will be temporarily or permanently disconnected and no longer in service and, thus, cannot detect, perform and/or report occurrences of transmit signals.

EXISTING SYSTEM. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are solely the responsibility of the Buyer and are not covered by any Limited Warranty that may be applicable to the Work. Buyer hereby indemnifies and releases Seller from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.

LIMITATION OF LIABILITY. In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

ACTIONS BY OTHERS. In no event shall Seller be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, failure to maintain or movements of the covered system(s) or any of its component parts by the Buyer or any third party.

WAIVER OF SUBROGATION. The Seller is not an insurer against loss or damage. Sufficient insurance shall be obtained by Buyer to cover the premises (and property therein) where the Work will be performed. Buyer agrees to rely exclusively on Buyer's insurance to recover for injuries, losses or damages suffered in the event of any loss, damage or injury to the premises, persons or property therein. Buyer, for itself and all others claiming by or through it under this Quotation, releases and discharges Seller from and against all losses, costs, expenses, and damages covered by Buyer's insurance. It is expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Seller.

INCIDENTAL/CONSEQUENTIAL DAMAGES. Under no circumstances shall Seller be liable to Buyer for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss, performance, or failure of the covered system(s) to perform.

LIMITED WARRANTY. SELLER WARRANTS THAT THE WORK FURNISHED UNDER THIS QUOTATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR (365) DAYS FROM THE DATE SAID WORK IS COMPLETED. SELLER AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY SELLER (e.g., ABUSE, FAILURE TO MAINTAIN, SERVICE OR REPAIR BY OTHERS ETC…). EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREREUNDER.

IDENTITY. Buyer agrees to indemnify, hold harmless and defend Seller, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and attorney's fees, arising from or related to any action or failure to act by Buyer or any employee, agent, representative, officer or director of Buyer. In the event Seller is forced to retain an attorney in order to collect monies owed to Seller by Buyer, Buyer agrees to pay Seller's reasonable attorney's fees incurred both pre-suit and in litigation related to the collection of monies owed by Buyer to Seller or to Seller's attempt to enforce any of the terms and conditions of this Quotation. This Quotation shall be governed by the laws of the State where the Work is performed, without reference to any conflict of laws principles.

WATER SUPPLY. Seller makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Seller recommends that the water supply be periodically tested and, as needed, treated. Periodic testing and treatment of the water supply and all costs associated therewith are the sole responsibility of Buyer. Any such testing by Seller must be pursuant to a separate written agreement.

AFFILIATES. The terms and conditions set forth in this Quotation shall inure to the benefit of all parents, subsidiaries and affiliates of Seller, whether direct or indirect Seller's employees, agents, officers and directors.

PAYMENT TERMS: If the Price is greater than $20,000, an initial deposit of 50% of the quoted Price may be requested by Seller at signing of the Quotation and before any Work is performed. All payments due beyond the initial deposit (if any) are due no later than 30 days from the date of invoice.

PLEASE FAX ALL PAGES TO (904) 268-0724.

Note: This proposal may be withdrawn by Seller if not accepted within fifteen (15) days.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Seller is authorized to do work as specified.
Payment will be made as outlined below. 3% surcharge will be applied to all credit card purchases.
Payment to be made as follows: NET 30
Visa and MasterCard accepted for payment.

NTE SUBTOTAL: $5,017.00
TAXES: $0.00
NTE TOTAL: $5,017.00

[Signatures]

Buyer: ____________________________  (Print Name)

Buyer Signature: __________________

Date: ____________________________
**SCOPE OF WORK:**

THIS QUOTE IS FOR DEFICIENCIES FOUND DURING AN INSPECTION PERFORMED BY MIKE MILLER ON 3/23/20.

WAYNE AUTOMATIC TO REPLACE 8" FIRE BACKFLOW THAT FAILED INSPECTION.

THIS QUOTE INCLUDES THE COST OF A LIFT.

UPON RECEIPT OF THIS SIGNED QUOTE, MATERIALS WILL BE ORDERED TO COMPLETE THE ABOVE SCOPE. IF FOR ANY REASON THE CANNOT BE SCHEDULED WITH THE CUSTOMER, THE MATERIAL COST WILL BE INVOICED AND MATERIALS WILL BE LEFT ONSITE.

<table>
<thead>
<tr>
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<tr>
<td>Materials and Labor:</td>
<td>$13,980.00</td>
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**Exclusions:** The following are not included in this proposal:

- Posting, scheduling or conducting a "fire watch" due to fire system impairment(s).
- Any shut down fees associated with the scope of work.
- Damage incurred from lack of integrity of existing components.
- Concrete/Pavement/Wall/Ceilings - Cutting, Removing, Patching or Painting.
- Fire caulking.
- Painting or priming of pipe.
- Insulation of pipe or components - unless otherwise noted.
- Wiring of electrical devices.
- Asbestos Removal.
- Water quality or Adequacy of Water Supply.
- Design work / hydraulic calculations / permitting fees - unless otherwise noted.
- Additional backgrounds and design if CAD files are not provided.
- 3D/BIM design and coordination - unless otherwise noted.
- Centering of sprinkler heads in tiles - unless otherwise noted.
- Any added requests made by the AHJ.

**NOTE:** Buyer is aware that there may be a delay in installation due to local AHJ Review/Permitting Timelines.

- Overtime or night work - unless otherwise noted.
- Scheduling with tenants for unit access - unless otherwise noted.

**NOTE:** Buyer is to schedule access with tenants - unless otherwise noted.

- Any repairs not included in scope above.

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**See Terms and Conditions and Total Price on Next Page.**
TERMS AND CONDITIONS (DECEMBER 2018)

WAFS is referred to herein as "Seller" and the Customer is referred to as "Buyer".

SCOPE OF UNDERTAKING. Seller will perform the services described on the first page of this Quotation/Work Order ("Quotation") (the Work) as indicated in the Scope of Work Section. Seller will not perform the services or supply the materials or equipment described in the Exclusions above on page 1; no labor, services, equipment or materials are included in this Quotation except as specifically set forth in the Scope of Work described above. Except as specifically set forth below in the Limited Warranty, Seller makes no guaranty or Warranty that equipment or services supplied by Seller will detect or avert occurrences or the consequences therefrom that the equipment or services are designed to detect or avert. Buyer's signing of this Quotation shall create an enforceable contract between Seller and Buyer. Any alterations or additions to the Quotation made by Buyer must be initialed by Seller and shall be null and void and of no legal effect.

EQUIPMENT DISCONNECTIONS. Buyer is on NOTICE that the system(s)/device(s) listed on the face of this Quotation will be temporarily or permanently disconnected and no longer in service and, thus, cannot, detect, perform and/or report occurrences of transmit signals.

EXISTING SYSTEM. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are solely the responsibility of the Buyer and are not covered by any Limited Warranty that may be applicable to the Work. Buyer hereby indemnifies and releases Seller from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.

LIMITATION OF LIABILITY. In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

ACTIONS BY OTHERS. In no event shall Seller be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, failure to maintain or movements of the covered system(s) or any of its component parts by the Buyer or any third party.

WAIVER OF SUBROGATION. The Seller is not an insurer against loss or damage. Sufficient insurance shall be obtained by Buyer to cover the premises and property therein where the Work will be performed. Buyer agrees to rely exclusively on Buyer's insurance to recover for injuries, losses or damages suffered in the event of any loss, damage or injury to the premises, persons or property therein. Buyer, for itself and all others claiming by or through it under this Quotation, releases and discharges Seller from and against all losses, costs, expenses, and damages covered by Buyer's insurance. It is expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Seller.

INCIDENTAL/CONSEQUENTIAL DAMAGES. Under no circumstances shall Seller be liable to Buyer for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss of use, performance, or failure of the covered system(s) to perform.

LIMITED WARRANTY. SELLER WARRANTS THAT THE WORK FURNISHED UNDER THIS QUOTATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR (365) DAYS FROM THE DATE SAID WORK IS COMPLETED. SELLER AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY SELLER (e.g., ABUSE, FAILURE TO MAINTAIN, SERVICE OR REPAIR BY OTHERS ETC...). EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.

INDEMNITY. Buyer agrees to indemnify, hold harmless and defend Seller, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and attorney's fees, arising from or related to any action or failure to act by Buyer or any employee, agent, representative, officer or director of Buyer. In the event Seller is forced to retain an attorney in order to collect monies owed to Seller by Buyer, Buyer agrees to pay Seller's reasonable attorney's fees incurred both pre-suit and in litigation related to the collection of monies owed by Buyer to Seller or to Seller's attempt to enforce any of the terms and conditions of this Quotation. This Quotation shall be governed by the laws of the State where the Work is performed, without reference to any conflict of laws principles.

WATER SUPPLY. Seller makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Seller recommends that the water supply be periodically tested and, as needed, treated. Periodic testing and treatment of the water supply and all costs associated therewith are the sole responsibility of Buyer. Any such testing by Seller must be pursuant to a separate written agreement.

AFFILIATES. The terms and conditions set forth in this Quotation shall inure to the benefit of all parents, subsidiaries and affiliates of Seller, whether direct or indirect Seller's employees, agents, officers and directors.

PAYMENT TERMS: If the Price is greater than $20,000, an initial deposit of 50% of the quoted Price may be requested by Seller at signing of the Quotation and before any Work is performed. All payments due beyond the initial deposit (if any) are due no later than 30 days from the date of invoice.

SUBTOTAL: $13,980.00
TAXES: $0.00
TOTAL: $13,980.00

PLEASE FAX ALL PAGES TO (904) 268-0724.

Note: This proposal may be withdrawn by Seller if not accepted within fifteen (15) days.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Seller is authorized to do work as specified.
Payment will be made as outlined below: 3% surcharge will be applied to all credit card purchases.
Payment to be made as follows: NET 30
Visa and MasterCard accepted for payment.

Buyer: [Print Name]
Signature: [Signature]
Date: [Date]

Sign here if you agree to the terms above.

Minutes Matter®
| Tab 13 |
FLORIDA LEASE AND SERVICE AGREEMENT

This LEASE AND SERVICE AGREEMENT (this “Agreement”), is made and entered into this 05.01.20 (the “Effective Date”), by and between Heritage Landing CDD (hereinafter “Customer”), and Aquasol Commercial Chemical, Inc. D/B/A Poolsure, a Texas corporation (hereinafter “Supplier”).

RECITALS

WHEREAS, Customer desires to purchase certain chemicals and lease equipment from Supplier, and Supplier is willing to sell the chemicals and lease the equipment upon the terms, covenants, conditions and agreements set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Supplier agree as follows:

1. Chemicals. Subject to and in accordance with the covenants and conditions set forth in this Agreement Supplier shall deliver to Customer certain chemicals (the “Chemicals”) necessary for Customer to maintain the chlorine, pH, alkalinity levels, calcium and the cyanuric acid in the water of Customer’s swimming pools and other bodies of water (collectively hereinafter the “Pools”). The specific Chemicals and terms upon which Supplier agrees to deliver the Chemicals are included on Exhibit A, which is attached hereto and incorporated herein by reference. Supplier will deliver the Chemicals to such location(s) as are set forth on Exhibit A, and Customer agrees to provide Supplier reasonable access to the area(s) where Chemicals are stored in each location in order to facilitate such delivery.

2. Equipment. Supplier agrees to lease to Customer the equipment (hereinafter the “Equipment”) listed on Exhibit A. Customer shall keep the Equipment at the location(s) set forth on Exhibit A and shall not remove the Equipment or allow it to be removed without Supplier’s prior, written consent. The Equipment leased hereunder (and any replacement thereof) shall remain the sole property of Supplier, and shall be returned to Supplier at the end of the Term in good working condition, reasonable wear and tear expected. Nothing herein shall be construed as conveying to Customer any right, title or interest in or to the Equipment. All Equipment shall remain personal property (even though said Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Supplier. At Customer’s sole cost and expense, Customer shall (a) protect and defend Supplier’s ownership of and title to the Equipment from and against all persons claiming against or through Customer, (b) at all times keep the Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against Customer, and (c) give Supplier immediate written notice of any matter described in this sentence.

3. Payment to Supplier. In consideration of the foregoing, Customer agrees to pay Supplier, without reduction or set-off, a monthly fee equal to the total amount set forth on Exhibit A. During the term of this Agreement, Customer shall deliver payment to Supplier by the 21st day of each and every month. If payment in full is not timely received, interest shall accrue on such unpaid amounts at the rate of 18% per annum or the highest rate allowed under applicable law, whichever is less. If restriction of service is necessary due to non-payment and customer then delivers payment, there will be no credit issued for the lost service during the time Supplier restricted service to Customer.

4. Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue for a period of one (1) year and shall automatically renew on a month to month basis until terminated by Supplier or Customer; provided, however, this agreement may be terminated by either party at any time, without cause or penalty, upon thirty (30) days prior written notice.

5. Water Chemistry and Maintenance of Equipment. Maintaining proper water chemistry in the Pools is the sole responsibility of Customer, despite Supplier having agreed to provide the Equipment as a tool to assist Customer in connection therewith. Customer agrees that it shall independently test the water chemistry of each Pool no less than daily (or more often if required by law), and shall keep an accurate and up-to-date written log of such tests during the term of this Agreement and so long thereafter as required by any applicable law. In the event that such tests reveal that any piece of Equipment is not maintaining proper water chemistry, Customer shall promptly notify Supplier of the same, and Customer will add Chemicals to the Pools by hand as necessary to maintain proper water chemistry therein, until such Equipment is repaired or replaced by Supplier. Supplier’s sole responsibility hereunder is to supply Chemicals, lease the Equipment and to repair such Equipment as further provided herein; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the Customer. Equipment and feed system may only be used to feed approved chemicals provided by Supplier. Customer shall not, under any circumstance, place or allow others to place in any piece of Equipment products or chemicals obtained from any third-party.

Customer shall be solely responsible for any and all leaks in any piece of Equipment, and any circumstance arising or resulting from any leaks. Customer acknowledges that corrosion may result from Chemicals and Supplier is not responsible for the same. It is recommended that a ventilation fan be installed in any enclosed Equipment/Chemical area to provide proper ventilation and minimize corrosion.

In the event the Equipment is damaged as a result of the misuse, improper use, or other intentional and wrongful or negligent acts or omissions of Customer’s officers, employees, agents and contractors (other than Supplier), to the extent such damage is not covered by any warranties or insurance, Supplier may service or repair the Equipment as needed and the cost thereof shall be paid by Customer to Supplier immediately upon written request, together with interest thereon at the rate of one and one-half percent (1.50%) per month (or the maximum monthly interest rate permitted to be charged by law between an unrelated, commercial borrower and lender, if less) and reasonable attorneys’ fees and costs incurred by Supplier in collecting such amount from Customer.
6. **No Warranties by Supplier.** As of the date of delivery of the Chemicals and Equipment, Customer has satisfied itself that the Chemicals and Equipment are suitable for Customer’s intended purposes and are in good working order, condition and repair at the time of acceptance. SUPPLIER SUPPLIES THE CHEMICALS AND EQUIPMENT UNDER THIS AGREEMENT IN THEIR “AS IS” CONDITION. SUPPLIER, NOT BEING THE MANUFACTURER OF THE CHEMICALS OR EQUIPMENT OR THE MANUFACTURER’S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE CHEMICALS OR EQUIPMENT’S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, DURABILITY, CAPACITY, MATERIAL OR WORKManship. Supplier shall not be liable for any direct, indirect and consequential losses or damages suffered by Customer or by any other person for, and Customer expressly waives any right to hold Supplier liable hereunder for, any claims, demands and liabilities arising out of or in connection with the design or manufacture, possession or operation of the Chemicals or Equipment, including, without limitation, injury to persons or property resulting from the failure of, defective or faulty design, operation, condition, suitability or use of the Chemicals or Equipment.

7. **Indemnity and Limitation of Damages.** Customer hereby agrees to indemnify, defend and hold Supplier harmless from and against all claims, damages, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever (and any attorney’s fees and/or costs incurred in connection therewith) (collectively the “Losses”) caused by or arising from (a) Customer’s failure to fully perform, observe or satisfy its covenants, duties, warranties or obligations contained in this Agreement; (b) the negligent or wrongful use and operation of the Chemicals or Equipment during the Term by Customer, its agents, officers, employees or contractors; (c) Customer’s failure to maintain proper water chemistry in each and every Pool; (d) the acts or omissions of Customer, its agents, officers, employees or contractors; and (e) the storage of the Chemicals on Customer’s premises. If such Losses were also caused in part by the acts or omissions of Supplier, then Customer shall only be liable to the extent and for such portion that such Losses were caused by, arise from or relate to, the acts or omissions of Customer, its officers, agents, managers, contractors and/or employees.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE CHEMICALS OR EQUIPMENT, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

Supplier shall not be liable for default in the performance or discharge of any duty or obligation under this Agreement, to the extent caused by acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents, riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Supplier’s reasonable control.

The terms of this Section 7 shall survive the termination or expiration of this Agreement.

8. **Customer Event of Default.** The occurrence of any of the following shall constitute an event of default under this Agreement (“a Customer Event of Default”):

(a) Customer fails to pay any payment when due pursuant to the terms of this Agreement;

(b) Customer attempts to remove, sell, transfer, encumber, assign, sublet or part with possession of the Equipment or any items thereof, except as expressly permitted herein;

(c) Customer fails to observe or perform any of its material covenants, duties or obligations arising under this Agreement and such failure continues for a period of fifteen (15) days after written notice hereof by Supplier;

(d) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated as bankrupt or insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or it or its shareholders shall take any action looking to its dissolution or liquidation;

9. **Remedies Upon Customer Event of Default.** Upon the occurrence of any Customer Event of Default, Supplier may at its option do any or all of the following:

(a) By written notice to Customer, immediately terminate this Agreement as to the Equipment, wherever situated. As a result of the termination, Supplier may enter upon Customer’s property and remove the Equipment without liability of any kind or nature for so doing or Supplier may demand that Customer remove and return the Equipment, all at Customer’s sole cost and expense; or

(b) Exercise any other right or remedy which may be available to Supplier under any applicable law or proceed by appropriate court action, without affecting Supplier’s title or right to possession of the Equipment, to enforce the terms hereof or to recover damages for the breach hereof or to cancel this Agreement as to the Equipment.

10. **Insurance.** During the Term, Customer shall, at its cost and expense, purchase and maintain in effect general and professional liability insurance covering all Losses. Supplier shall be named as an additional insured party on the insurance policies to be maintained hereunder by Customer. The policies to be maintained by Customer hereunder shall be evidenced by a certificate of insurance or other reasonable documentation which shall be delivered by Customer to Supplier no later than the Effective Date and as of each annual renewal of such policies during the Term.
11. Miscellaneous.

(a) This Agreement and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of law's provisions, and in the event of a dispute arising under this Agreement, the parties hereby submit to exclusive jurisdiction in the federal or state courts located in Orange County, Florida, and agree that venue is proper and convenient in such forum.

(b) If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

(c) In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party its reasonable expenses, attorney’s fees, and costs.

(d) Customer may not assign this Agreement nor the rights and obligations set forth herein, without Supplier’s prior written consent.

(e) This Agreement together with the Exhibits attached hereto constitutes the full and complete agreement and understanding between the parties hereto concerning the subject matter hereof and shall supersede any and all prior written and oral agreements with regard to such subject matter. This Agreement may be modified or amended only by a written instrument executed by all of the parties hereto.

(f) The titles or headings of the various paragraphs hereof are intended solely for convenience or reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this Agreement.

(g) All notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered when deposited in the United States Mail, postage pre-paid, registered or certified mail, return receipt requested, addressed to the party in question at the address set forth herein or at such other address as may have been specified by written notice delivered in accordance herewith. For the purposes of the notice provisions of this Agreement, the following addresses shall be the addresses of the parties hereto until changed:

Supplier: Aquasol Commercial Chemical, Inc.
1707 Townhurst Dr.
Houston, TX 77043

Customer: Heritage Landing CDD
370 Heritage Landing Pkwy

(h) This Agreement may be signed in multiple counterparts, each of which will be considered an original and all of which together will constitute a whole. Signatures transmitted electronically, by facsimile or email shall have the same effect as original signatures.

This Agreement has been executed as of the date first set forth above.

SUPPLIER:

AQUASOL COMMERCIAL CHEMICAL, INC.
D/B/A POOLSURE, a Texas corporation

By: ________________________________
Name: Christopher C Secue
Title: Regional Sales Director
Date: ________________________________

CUSTOMER:

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
## EXHIBIT A – Specific Terms

<table>
<thead>
<tr>
<th>Property Name</th>
<th>Water Management Base Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage Landing CDD</td>
<td>$1904.96</td>
</tr>
</tbody>
</table>

### Monthly Seasonal Billing
- **100%** during Summer (April-September) and **0%** during Winter (October-March)
- **Summer**: $1904.96
- **Winter**: $1904.96

### Additional Monthly Charges

<table>
<thead>
<tr>
<th>Pool Name</th>
<th>Monthly XPC Upgrade Rate</th>
<th>Monthly Tap Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage Landing CDD Pool</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Number of Controllers: 2

### Chemicals to be Delivered: May include but not limited to Sodium Hypochlorite, Pool Acid, Sodium Bicarbonate, Calcium Chloride, Cyanurics

### Special Items Included on Agreement:

### Delivery Address:
- Heritage Landing CDD
- 370 Heritage Landing Pkwy

### Billing Address:
- 8529 South Park Circle
Tab 14
RESOLUTION 2020-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT ADOPTING A MEETING POLICY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Amended and Restated Rules of Procedure (the “Rules”) provide that the Chairperson shall convene all meetings of the Board of Supervisors (the “Board”) and that, in the absence of the Chairperson, the Vice Chairperson shall do so; and

WHEREAS, for the purpose of supplementing the Rules, the District would like to adopt a policy providing that, should the Chairperson or Vice Chairperson choose to not convene a regularly scheduled or special meeting, the remaining members of the Board will have an opportunity to do so (“Meeting Policy”).

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

SECTION 1. The representations, findings and determinations contained in the above Recitals are recognized as true and accurate and are expressly incorporated herein as a material part of this Resolution.

SECTION 2. The Meeting Policy attached hereto as Exhibit A is hereby adopted pursuant to this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 14th DAY OF MAY, 2020.

ATTEST: HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

__________________________________ ____________________________________
Secretary/Assistant Secretary Chairman, Board of Supervisors
EXHIBIT “A”

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT
MEETING POLICY

At least 14 days prior to any regularly scheduled meeting, the District Manager shall send a
tentative agenda to the Chairperson, or in the Chairperson’s absence, to the Vice Chairman, for the
purpose of preparing an agenda for the meeting. Should the Chairman or Vice Chairman determine
that there are no items to be considered and that the regularly scheduled meeting should be
cancelled (the “Chair Cancellation”), the District Manager shall e-mail the remaining members of the
Board to determine if they want to convene the regularly scheduled meeting. Should at least three
of the remaining Board members advise the District Manager that they would like to convene the
regularly scheduled meeting, then the meeting subject to the Chair Cancellation shall take place at
the time, day, and location originally established for the meeting. The agenda for the meeting shall
include any items provided by the Board members that chose to convene the meeting, subject to the
input of the District Manager and District Counsel.

Should any member of the Board desire to convene a special meeting, such request shall be
sent to the District Manager. Upon receiving a request to convene a special meeting, the District
Manager shall e-mail the remaining members of the Board to determine if they want to convene a
special meeting. Should at least three of the Board members advise the District Manager that they
would like to convene a special meeting, then a special meeting shall take place at a time and date
that is acceptable to at least three members of the Board. The agenda for the meeting shall include
any items provided by the Board members that chose to convene the meeting, subject to the input of
the District Manager and District Counsel.

This policy is to be used for the sole purpose of determining whether a regularly scheduled
or special meeting shall be convened. To avoid any Sunshine Law violations, members of the
Board shall communicate with only the District Manager regarding their desire to hold a particular
meeting and the agenda items for the meeting. Under no circumstances shall members of the Board
communicate with each other regarding the subject matter of this policy.
Tab 15
Heritage Landing Draft Phase 1 Amenity Reopening Plan

General Assumptions:
1. 6-foot social distancing will remain in effect for extended period of time
2. Limits of 10 or less people, with social distancing in place.
3. Heightened standard of sanitizing required, particularly through Phases 1-2
4. Plans should be flexible and fluid as we learn more about virus and reopening impacts
5. Phased reopening in line with federal, state and local guidelines
6. Staffing in place to accommodate 6’ enforcement and cleanliness requirements. If staffing is not available, other options shall be considered based on ability to monitor and enforce safely and implement heightened sanitation at CDD facilities, as required by the Phase 1 Reopen Florida plan.
7. Implement COVID-19 waiver at facilities

Reference Material:
1. Whitehouse Reopening America Plan: https://www.whitehouse.gov/openingamerica
3. County reopening resources: Pending
4. CDC Guidelines
5. Department of Health Guidelines

Overall Cleaning Procedures/Staffing/ PPE’s:
1. Onsite staff should wear masks while on duty and will be subject to amenity management company procedures, reporting protocols, etc.
2. Masks recommended for residents but not required.
3. Solicit proposals for commercial deep cleaning consistent with CDC guidelines in the event there is a COVID+ case and be ready to utilize if necessary; alternatively, Board’s may consider closing for 7 days if there is a COVID+ case in the facilities and undergoing normal sanitization procedures.
4. We recommend closing an hour to an hour and a half early, utilizing all staff to aide in a deep clean of the facility each night. This will be done in conjunction with our normally scheduled Housekeeping staff. We would open at our normal time each day.

Overall Communication Procedures to Residents:
1. Phase 1 Resident Entry Requirements
   a. E-blast waiver for residents to electronically fill out and send in and leave hard copies at the front desk.
   b. Residents encouraged to wear a mask prior to entering facility but not required.
   c. BOARD NOTE: These additional supplies for screening residents, PPE’s for onsite staff, etc., are anticipated to be an additional District cost.
2. Community CDC Guidelines for Personal Hygiene and post signs/e-blasts, including:
   a. Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces.
   b. Avoid touching your face.
c. Sneeze or cough into a tissue, or the inside of your elbow.
d. Disinfect frequently used items and surfaces as much as possible.
e. Strongly consider using face coverings while in public, and particularly when using mass transit.
f. People who feel sick should stay home and report to District if you are COVID+ or come into close contact with a COVID+ person and were at the facilities.

3. Signage at Facility:
   a. Entrance signage re: no entry if have COVID, have COVID symptoms or came into contact with someone with it and signage re: enhanced sanitation procedures, social distancing requirements and other instructions and limitations consistent with Reopen FL procedures – see https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/park-administrators.html
   b. Signage, social media and e-blast reminders will also include regular hand washing, wiping down equipment before and/or after use, covering coughs and sneezes, and avoiding touching eyes, nose, or mouth with unwashed hands.

4. Communicate that residents should notify management if they test COVID+ and came to the facility within the possible time they were contagious (or came into contact with someone who later tests COVID+ and may have infected someone while at the facilities).

**Reporting of Known Cases at the Facilities:**

1. Resident or employee – whether they report they are COVID+ or they came into contact with someone who is COVID+, same protocols in place.
2. Minimally, the employee (or resident) should be asked which coworkers they have been in “close contact” with within the prior two weeks and/or at the facilities. (The CDC defines “close contact” as “a person that has been within six feet of the infected employee for a prolonged period of time.”)
3. Those who have been in close contact with the employee or resident at CDD facilities should be notified as soon as possible, repeat the advice given on the CDC site for their situation and, of course, direct them to their own doctors. The law is clear about confidentiality here: You should tell everyone who was possibly exposed at work to the positive employee without revealing that employee’s identity.
4. The facility should undergo a professional grade cleaning with hospital-grade disinfectant solution. There are also cleaning guidelines on CDC’s website. Or, it can go through a less rigorous cleaning, coupled with opening windows and closing the facility down for the length of time the virus can live on the types of surfaces in which the person may have come in contact (CDC recommendation is 7 days).
5. Report to those who are contact traced, to extent possible or send mass e-blast.

**Departmental Procedures:**

**Food Trucks** - Phase 1, We can proceed with Food Trucks, but it must be grab and go and no more than 10 people out at one truck at a time, with recommendation they implement marking on the ground for 6’ line up requirements. Social distance shall be required to be followed and implemented in food truck agreements. This has worked well at other communities throughout the closure period. It is in Food Truck’s best interest to ensure compliance.
Housekeeping/Janitorial:


2. Nightly “deep” clean procedures, which will require potentially earlier closing to provide time for enhanced cleaning before resuming in the morning.

Front Desk:

1. Staff will check residents in to the amenity center with additional request for waiver signatures (Hopping, Green and Sam’s provided) – printed forms will be provided with clean pens. However, a printable version of the waiver will be available online to expedite the process and reduce contact and wait time in line.

2. To ensure waivers have been filled out, and that residents aren’t being requested to fill out the waiver after it has been signed, a notation of completion will be entered through the Emerge system and visible when their card is scanned.

3. We would staff our normal front desk associates at the desk, checking in residents, ensuring waivers have been signed, and answering phones. An additional staff member will need to monitor the door and ensure social distancing is observed outside the facility as residents wait to enter.

4. Residents awaiting to sign in, will be made to wait behind lines spaced out every six feet.

5. We would need all Front Desk associates active and also would need a consideration to be made for another staff member to be present during operating hours.

Pools:

1. Swim Team Swimming
   a. Limits within USA Swimming Guidelines
   b. Option to consider for seasonal competition programs: two people in each lane, each starting for opposite side of the wall for sets. Move one group into the pool and out of the pool at a time so no more than 10 people on the pool deck at a time. Wait until each group of 10 has exited and entered cars until next group enters. Need waivers in place and coordination with swim coaches.
   c. No changing room use, arrive in their suits, get in the pool, get out of the pool and clear the pool deck immediately. No dryland during Phase 1.
   d. Practice sizes will be reduced.
   e. No community meets will be hosted. Only mock meets with individual trials will take place adhering to phase 1 guidelines.

2. Resident Lap Lane Swimming - all lane lines installed
   a. Consider pool deck set up that adheres to social distancing parameters (i.e. clear ¾ of the pool deck chairs and set up 10’ apart).
   b. Subject to registration system – one person per lane, 50-minute blocks, up to 3 slots a week.
c. Signup Genius would be used as it has already been vetted by Vesta staff. It is a very simplistic system that a resident can utilize relatively easily.
d. Upon resident’s arrival they will be given a designated area so staff can easily identify, groups or individuals, time slots.
e. Lifeguard and pool monitor to coordinate pool/swim safety and entry/exit flows to ensure social distancing.
f. We will have a member of staff inform residents their time is up after 40 minutes of swimming so the next block of residents can utilize the pool on time. We will explain to residents that they have 40 minutes to swim on our sign-up sheet and in community communications.
g. We will have a staging area for the waiting swimmers, where social distancing will take place. We will recommend that swimmers arrive ten minutes before their swim time to ensure no contact with the two groups of swimmers and will enable the oncoming group to get signed in and not take away from their swim time. This will also be clarified in the communications on pool reservations.
h. We will have swimmers exit through our exterior gates to ensure no contact with residents waiting to enter.

3. Family Pool/Rec Swimming
   a. Review local jurisdictions pool opening status to consider local impacts.
   b. Consider pool deck set up that adheres to social distancing parameters (i.e. clear ¾ of the pool deck chairs and set up 10’ apart).
   c. Limit bathing loads to ¼ or less of pool bathing loads, if permitted by local jurisdictions. Have staffing in place to ensure groups are limited to less than 10 and 6’ distancing in place.
   d. We will section off the family pool in five segments. Bathing loads in each segment will be ten or less at a time. In Phase 2 this could be relaxed potentially.
   e. Similarly, to lap swimming, we would ensure participants exit the pool five minutes before their timeframe was exhausted.
   f. Family pool users would be asked to arrive 10 minutes prior to their usage time.
   g. Swimmers would be asked to leave out the side gates to limit exposure and to limit bodies in the recreation center.

4. Waterslides/Play Structures – Closed during Phase 1, Phase 2 is TBD in operations
5. Swim Lessons – Not available in Phase 1, Phase 2 operations TBD
6. Bathrooms related to Pool Facility – Open restroom facilities with limited numbers entering and 6’ apart or greater, with signage. All single bathrooms will be closed due to the inability to sanitize regularly.
7. Lifeguard Staffing: In phase I, with the slide closed, we are able to use the lifeguard staff to help with sanitizing areas used by residents throughout the day as well as help keep residents compliant with social distancing during swim hours.

Tennis Courts

1. Review local jurisdiction recommendations and District’s ability to ensure social distancing in place as required by the E.O. If reopened, give staff ability to close if residents not self-policing.
2. Doubles and singles play only in Phase 1 likely guideline and no tournaments or competition play.

4. Tennis training would be allowed in small group settings that adhere to social distancing standards outlined already.

**Playgrounds**

1. Playground will Closed during Phase 1, Phase 2 is TBD in operations.
2. Review local jurisdiction recommendations and District’s ability to ensure social distancing in place as required by the E.O. If reopened, give staff ability to close if residents not self-policing.
3. If open, consider posting signage consistent with provisions in this plan – use at your own risk and maintain social distancing at all times. Self-sanitize as virus can stay on playground materials for days.
4. If social distancing not maintained, staff should be given latitude to close down
5. Remote monitoring will enhance ability to ensure that social distancing is being practiced. With video and audio capabilities, recommendations and reminders can be made to residents to respect guidelines.

**Community Fields** - Groups of 10 or more are not permitted during Phase 1. No organized sports pickup games or the like.

**Sports Leagues** - Not permitted during Phase 1, Phase 2 Operations TBD (tennis/swim exceptions)

**Lifestyle Programming** - Not offered during Phase 1 except virtually, Phase 2 Operations TBD

**Basketball Courts** – Review local jurisdiction recommendations and District’s ability to ensure social distancing in place (max 2 per ½ court or family group) as required by the E.O. If reopened, give staff ability to close if residents not self-policing. Remote monitoring will enhance ability to ensure that social distancing is being practiced. With video and audio capabilities, recommendations and reminders can be made to residents to respect guidelines.

**Room/Pavilion Rentals** - No rentals in phase 1.

**Fitness Center: Closed during Phase 1 – if Governor amends Phase 1 EO to include gyms, likely follow guidance below based on White House provisions for gyms in Phase 1**

1. Closed during Phase 1, Phase 2 is TBD
2. Social Distancing Procedures: Operate with caps of 3 people or consistent with State and local guidelines by using SignUp Genius with limiting hours of operation. In addition, Boards may also want to consider implementing a gym monitor to adhere to social distancing requirements set forth in EO. Guidelines from White House:
   a. Every other cardio machine will be operational, and every other piece of strength equipment will be available for individual use. These machines will rotate every day to allow for a variety of machine usage. Free-weight areas & equipment should be restricted, due to the excessive movement in tight spaces. Added wipe stations and hand sanitizers will be placed throughout the fitness floor to encourage members to clean their equipment and space before and after use.
   b. Additional disinfecting/cleaning spray bottles and paper towels will also be available on the fitness floor.
c. A large supply of caution tape may be needed to block off specific equipment and areas for social distancing purposes. These areas may rotate every day, therefore caution tape will be discarded and replaced after each use.

d. Consider adding “senior only” class time slots as well.

3. Fitness Classes: Phase 2, TBD

4. Personal Training – Not available during Phase 1, Phase 2 Operations TBD
Lap Pool Rules:

• Residents are limited to ONE (1) time slot per day/per person.
• Residents are limited to THREE (3) time slots per week.
• Arrive a few minutes early for check-in (@ 10 minutes).
  o Each resident must sign a waiver - Download & Print from website.
    ▪ www.heritagelandingamenities.com
  o Each resident will be assigned an area to place belonging.
  o Each resident will be assigned a lane for swimming.
• Each time slot is ONE (1) Hour...50 minutes for swimming & 10 minutes to gather your belongings and exit the area. This will provide time for attendants to sanitize the area for the next swimmer.

• Every person (including children) must have their own individual slot (i.e. a family of 5 going to the family pool, each person equals one slot)
• Sunbathing is not permitted at this time. Once you are finished swimming, please exit pool the area.

• Please make sure you abide by these rules so you may continue to swim.

• Please review the available slots below and click on the button to sign up. Thank you!
• If you are unable to make your time slot please call the office at (904) 940-6095.

Same for Rec Pool
SUPERVISOR REQUESTS
ADJOURNMENT